

**City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
July 30, 2003**

Mayor David Dermer
Vice-Mayor Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

Visit us on the Internet at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Called to order at 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R6 Commission Committee Reports
R7 Resolutions
R9 New Business and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

PA - Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To The Wave Hotel, Clinton Hotel, Ocean Spray Beach Hotel, Park Central Hotel, Holiday Inn South Beach, The National Hotel, Eden Rock Resort And Essex House And Blue Moon Hotels. (Page 2)
(Requested By Commissioner Matti H.Bower)
- PA2 Certificates Of Appreciation Presented To Sergeant James Harley, And Officers Leonardo Gonzalez, Alfredo Cata, Randolph Smith, Cheryl Mitchell-Perkins, Jonathan Brudzinski and Alkareem Azim For Their Efforts And Participation In The Success Of The "Junior Police Academy." (Page)
(Requested By Commissioner Simon Cruz)
- PA3 Certificates Of Appreciation Presented To Lisa And Christopher Hughes, For Promoting Festivals and Hosting Visitors In Events Such As The Inaugural Celebration, Relay For Life, Alitalia Fam Trip and The Black Film Festival. (Page)
(Requested By Commissioner Luis R. García)
- PA4 Presentation To Eitan Reich, 2003 Miami Beach Valedictorian, For Receiving The Oracle Award, Based On Academic Excellence. (Page)
(Requested By Mayor David Dermer)
- PA5 June And July, 2003 Employee Of The Month "At Your Service" Award Winners.
(City Manager's Office)
- PA6 Certificates Of Completion To Be Presented To The Neighborhood Leadership Academy Graduates: Henry Brown, Violet Ventura-Brown, Mark Butcher, Gail Butcher, Barbara Hawayek, Daniel Cabrera, Frank Ferrara, Paul Yavis, Beth Gopman, Lisa Koslow, Rene Fuentes-Chao, Harold Cobb, Natalie Harvey, And Autumn Moore. (Page)
(Neighborhood Services)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Award A Contract To Ditch Witch Of Central And South Florida, In The Amount Of \$50,296.37, Pursuant To Invitation To Bid No. 42-02/03, For The Purchase And Delivery Of A Trencher For The Public Works Department. (Page 5)
(Procurement)

- C2B Request For Approval To Award A Contract To American Battery Company, Industrial Division, In The Amount Of \$41,952, Pursuant To Invitation To Bid No. 48-02/03, For The Purchase And Delivery Of Four (4) Sets Of Industrial Batteries For The Electrowave Shuttle Buses. (Page 12)
(Public Works)

C4 - Commission Committee Assignments

- C4A Referral To The Land Use And Development Committee And/Or Neighborhoods Committee For Discussion, A Proposal To Exchange A City-Owned Property (Municipal Parking Lot No. 4D) Located At 1625 West Avenue For A Vacant Lot Owned By The Housing Authority Located At 1231-1251 17th Street. (Page 16)
(Economic Development)
- C4B Referral To The Land Use And Development Committee - Discussion Regarding Historic Preservation Board Resolution Request To Adopt An Ordinance Amendment Requiring Design Review Approval From The Planning Department For All Replacement Windows In Single-Family Homes Located Outside Locally Designated Historic Districts Or Historic Sites. (Page 18)
(Requested By Vice-Mayor Matti Herrera Bower)
- C4C Referral To Community Affairs Committee A Discussion Establishing A Pilot Program With Onboard Media For A Maximum Of Twelve (12) Months To Produce And Air A Thirty (30) Minute Segment Of "Welcome To Miami Beach" In Promotion Of The City Of Miami Beach As A Tourist Destination And Quality Residential Community, On "BEACHTV" (Charter Communications Geographic Territory), At No Cost To The City; Providing A Link On The City's Website, A Letter Of Support For The Programming Efforts And The City's Cooperation And Conceptual Support Of The Program And Its Production. (Page 22)
(City Manager's Office)
- C4D Referral To The Finance And Citywide Projects Committee A Discussion On Extending The Professional Services Agreement For State Legislative Services. (Page 26)
(Economic Development)

C6 - Commission Committee Reports

- C6A Report Of The General Obligation Bond Oversight Committee Meeting Of July 7, 2003: 1) Discussion Regarding August Presentation Of BODR's And July/August Community Workshops; 2) Change Order Report; 3) Recommendation To City Commission: A. North Shore BODR; 4) Project Status Report: A. Update On Fire Station #2; B. Update On Fire Station # 4; C. Update On Normandy Isle Park And Pool; D. Update On Indian Creek Greenway; And 5) Informational Items: A. Updated Calendar Of Scheduled Community Meetings; B. "Garden Center" Botanical Garden A/E Negotiations. (Page 29)

- C6B Report Of The Land Use And Development Committee Meeting Of July 14, 2003: 1) Discussion Regarding Proposed Ordinance Allowing Electronic Display Signs For Large Venues Facilities, 2) Discussion Regarding The New World Symphony, And 3) Discussion Regarding The Issues On Espanola Way. (Page 33)
- C6C Report of the Finance & Citywide Projects Committee Meeting of July 16, 2003: Old Business: 1) Parks & Recreation User Fees, 2) Fire Plan Review Permit Fees, 3) Space Rental Fees For Valet Parking On Ocean Drive/ 5th To 16th Street, 4) New World Symphony, And 5) Old City Hall. New Business: 1) Discussion Of A Pilot Program For Investment Advisory Service And The Process To Obtain Such Services On An Ongoing Basis, 2) Discussion Regarding Funding For The Arts, 3) Discussion Regarding Biscayne Point Canal Clean Up Funding, 4) Discussion Regarding Penrod Brothers, Inc. Request For A Referendum Regarding Their Lease Agreement For The City Owned Property Located At One Ocean Drive, And 5) Discussion Regarding Possible Funding Sources For A Contribution Of \$45,000 To The Upcoming FTAA Ministerial. (Page 35)
- C6D Report Of The Neighborhoods Committee Meeting Of June 30, 2003: 1) Update Regarding Honoring The Late Assistant City Attorney Lawrence Levy For His Years Of Dedication And Adoration For Our City. 2) Review And Discussion Regarding An Amendment To The City Code Concerning The Distribution Of Handbills And Discussion On Other Quality Of Life Ordinances. 3) Discussion Regarding The Revised Guidelines For The City Of Miami Beach Multi-Family Housing Rehabilitation Program. 4) Referral To The Neighborhoods Committee – Discussion Regarding Biscayne Point Canal Cleanup. 5) Referral To The Neighborhoods Committee - Relocation Of Water Meters From Rear Easement To Right-Of-Way. 6) An Ordinance Amending Chapter 6, "Alcoholic Beverages," Of The Code Of The City Of Miami Beach, Florida, By Amending Sections 6-0 and 6-41 "Total Nudity And Sexual Conduct Prohibited." (Page 71)

C7 - Resolutions

- C7A A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Amendment To The Current Agreement Between The City Of Miami Beach And The Corradino Group (Formerly Known As Carr Smith Corradino) To Provide For An Extension Of Time On The Scott Rakow Youth Center; And To Provide For An Extension Of Time And For Additional Services In An Amount Not To Exceed \$100,000, For The Normandy Isle Park And Pool Project; And Appropriating \$100,000 from 1999 General Obligation Bond Interest For Such Purpose. (Page 80)
(Capital Improvements Projects)
- C7B A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Agreement With Morton Towers Apartment, LP, A Delaware Limited Partnership (Morton Towers), To Complete Required Public Streetscape And Stormwater Improvements On Both Sides Of Bay Road Between 14th And 16th Streets, With Morton Towers Contributing \$600,000 Toward The Cost Of The Improvements And The City Contributing Up To \$900,000 Associated With Stormwater Improvements; And Further Authorizing The Appropriation Of Said Amount From The Series 2000 Stormwater Revenue Bond Fund. (Page 93)
(Capital Improvements Projects)



- C7C A Resolution Setting A Public Hearing To Consider Naming A Proposed Fountain To Be Constructed And Located Within Collins Park, In Memory Of The Late Joseph Nevel. (Page 156)
(City Manager's Office)
- C7D A Resolution Confirming The City's Policy To Use The Runzheimer Meal And Lodging Cost Index For Per Diem And Travel Expenses. (Page 161)
(City Manager's Office)
- C7E A Resolution Setting A Public Hearing On September 10, 2003, To Hear Public Comment Regarding A Ground Lease Agreement Between The City Of Miami Beach And The New World Symphony For The Development Of A Portion Of The Surface Parking Lot, Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West, For Construction Of An Approximately 50,000 Square Foot Educational, Performance And Internet Broadcast Facility With An Exterior Screen ("Soundspace"); Further To Consider A Waiver, By 5/7ths Vote, Of The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code, Finding Such A Waiver To Be In The Best Interest Of The City. (Page 168)
(Economic Development)
- C7F A Resolution Authorizing The Expenditure Of Resort Tax Funds, In The Amount Of \$45,000, And Authorizing The Mayor And City Clerk To Execute The Attached Memorandum Of Understanding (MOU) Among The City, Miami-Dade County, The City Of Miami, And The City Of Coral Gables, For The Free Trade Area Of The Americas (FTAA) Ministerial And The VIII American Business Forum (ABF), Which Will Be Held In Miami-Dade County In November, 2003. (Page 181)
(Economic Development)
- C7G A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No. 25-02/03, For The Management And Operation Of An Antique And Collectible Market On Lincoln Road; Authorizing The Administration To Enter Into Negotiations With The Firm Of Production SUD For Operation And Management Of Said Market On Lincoln Road; And Should The Administration Not Be Able To Negotiate An Agreement With Production SUD, Authorizing The Administration To Negotiate With The Second-Ranked Firm, Encore Events. (Page 190)
(Economic Development)
- C7H A Resolution Authorizing The Administration To Issue A Request For Proposal (RFP) For Investment Advisory Services, For A Three-Year Period With Two One-Year Renewal Options. (Page 197)
(Finance Department)
- C7I A Resolution Approving And Adopting The Donation Of One (1) Used 1994 Ford F250 Pick Up Truck In "As Is" Condition To The Teen Job Corps, Inc. (Page 202)
(Fleet Management)

- C7J A Resolution Authorizing The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) Save America's Treasures, For Renovation Of Old City Hall; 2) Miami-Dade Tourist Development Council For The City's Fourth Of July Event 3) Miami-Dade Tourist Development Council For The City's Thanksgiving Day Parade; 4) The Miami Beach Visitors And Convention Authority For The City's Thanksgiving Day Parade; 5) The Miami Beach Visitors And Convention Authority For The La Cumbre De Turismo Event; 6) Miami-Dade Transportation Enhancement Program For The Northern Gateway Of The Atlantic Corridor; 7) Florida Department Of State For Emergency Funding For The Renovation Of Old City Hall; 8) State Of Florida Department Of Community Affairs, Division Of Emergency Management For Emergency Training; 9) Miami-Dade County Homeless Trust For Supportive Housing Programs; 10) The Federal Mediation And Conciliation Service, For Labor Management Training; 11) State Of Florida Department Of State For FY 2004 Funding For The Colony Theater Renovations; 12) State Of Florida Department Of State Funding For FY 2004 Funding For The Byron-Carlyle Theater Renovations; And, 13) Confirming The City Commission's Support For The Grant Application Submitted By Miami Beach Community Development Corporation (MBCDC) For Miami-Dade County Community Development Block Grant (CDBG) Funds For Renovation Of The Byron-Carlyle Theater; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating The Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications. (Page 207)

(Grants Management)

- C7K A Resolution Authorizing The Reappointment Of Raymond Adrian For The One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat To The South Florida Workforce Board. (Page 223)

(Human Resources)

- C7L A Resolution Calling For A Special Election To Be Held On Tuesday, November 4, 2003, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach A Question Asking Whether Article VII And VIII Of The City's Related Special Acts Regarding The Firefighters' Relief And Pension Fund And The Police Officers' Relief And Pension Fund Should Be Amended To Delete Certain Restrictions Concerning The Investment And Allocation Of Pension Fund Assets, And To Substitute Therefore Language Authorizing The Pension Board To Exercise, In A Prudent Manner, Independent Judgment In Allocating And Investing Funds? (Page 230)

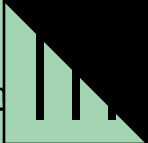
(Human Resources)

- C7M A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Agreement, For Fiscal Year 2002-2003, With Sigma Communications, Inc., In The Amount Of \$55,300.00, With The Sole Source Provider Pursuant To Section 2-367 (c) Of The Reverse 911® Community Notification System, Which Includes Five (5) Years Of Hardware/Software Maintenance And Support. (Page 243)

(Information Technology)

- C7N A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) For The Development And Implementation Of A Citywide Corporate Marketing And Sponsorship Program. (Page 248)

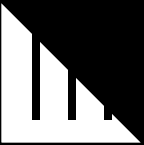
(Parks and Recreation)



- C7O A Resolution Retroactively Approving The Actions Of The Administration With Respect To Finding And Declaring The Existence Of A Parking Emergency With Respect To The Bayview Condominium Parking Garage Reconstruction Located At 1345 Lincoln Road; And Further Declaring The Existence Of A Parking Emergency On The Following Specified Dates With Respect To The Increased Traffic And Parking Demand Caused As A Result Of This Reconstruction From July 14, 2003 Through July 18, 2003; Allowing For The Provision Of The Vacant Lot Located At 17th Street And West Avenue Owned By The Housing Authority To Be Utilized To Satisfy Said Increased Demand; Provided That The City Shall Further Require Parking Operators To Secure The Appropriate Security, Insurance And Occupational Licenses Required By The City Code To Operate Self-Parking Operations For The Purposes Set Forth In This Resolution. (Page 255)
(Parking Department)
- C7P A Resolution Rejecting All Proposals For The Management And Operation Of The North Shore Tennis Center As Submitted Pursuant To Request For Proposals (RFP) No. 8-00/01; Further Approving, By 5/7ths Vote, A Waiver Of Competitive Bidding For The Professional Tennis Management And Operations Of The North Shore Park Tennis Center, Finding Such Waiver In The Best Interest Of The City, And Authorizing The Administration To Negotiate A First Amendment To The Current Green Square, Inc. Management Agreement For The Comprehensive Professional Tennis Management And Operations Services At The City's Flamingo Park Tennis Center, To Include The Tennis Management And Operations For The North Shore Park Tennis Center; Providing That Said Agreement Be Reviewed By The City Attorney's Office And The City's Bond Counsel For Compliance With Any And All Requirements Of Any Public Monies Used To Improve The Tennis Facilities; Further Authorizing The City Manager To Execute Said Agreement If Negotiations Are Finalized During The August Recess Of The City Commission. (Page 260)
(Parks & Recreation)
- C7Q A Resolution Ratifying A Contract, In The Amount Of \$89,750, With Falcon Fire Protection, Inc., For The Installation Of A Fire Sprinkler System In The Byron Carlyle Theater. (Page 273)
(Public Works)
(Deferred From July 2, 2003)
- C7R A Resolution Ratifying A Contract In The Amount Of \$134,430, To Sound Concepts, Inc., For The Installation Of A Stage And The Associated Stage Rigging In The Byron-Carlyle Theater. (Page 288)
(Public Works)
(Deferred From July 2, 2003)
- C7S A Resolution Ratifying Standing Orders In The Total Amount Of \$43,450, To Lango Equipment Service, Inc., To Provide For Demolition Services In The Byron-Carlyle Theater. (Page 303)
(Public Works)
(Deferred From July 2, 2003)
- C7T A Resolution Amending Resolution No. 2002-24762, Dated February 14, 2002, Which Established The Citizens Ad Hoc Committee To Participate In The Review Of The City Of Miami Beach Concurrency Management System (CMS); And Extending The Committee's Term For An Additional Six Months, Or Upon Completion Of The Review Of The CMS And Forwarding Recommendations To The Land Use And Development Committee, Whichever Is Earlier. (Page 318)
(Public Works)

- C7U A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Agreement With Kelley Swofford Roy, Inc., As The Selected Proposer Pursuant To Resolution No. 2003-25179, For Public Relations Services And Marketing And Communications Consulting Services For The City Of Miami Beach, In The Amount Of \$50,000.00 With An Option To Renew For One-Year, For A Fee Not To Exceed \$100,000.00. (Page 321)
(Tourism and Cultural Development)
- C7V A Resolution Appropriating \$150,000 For Renovation Costs Associated With The First Floor Of Historic Old City Hall For Use By The City's Police Department And Funds Advanced From The General Fund Undesignated Fund Balance And To Be Repaid From Police Department Revenues, At The Rate Of \$50,000 Per Year, For A Period Of Three Years. (Page 340)
(Public Works)

End of Consent Agenda



PA - Presentations and Awards

- PA1 Certificates Of Appreciation To Be Presented To Wave Hotel, Clinton Hotel, Ocean Spray Beach Hotel, Park Central Hotel, Holiday Inn South Beach, The National Hotel, Eden Rock Resort And Essex House And Blue Moon Hotels.
(Page)
(Commissioner Bower)
- PA2 Certificates Of Appreciation Presented To Sergeant James Harley, And Officers Leonardo Gonzalez, Alfredo Cata, Randolph Smith, Cheryl Mitchell-Perkins, Jonathan Brudzinski and Alkareem Azim For Their Efforts And Participation In The Success Of The "Junior Police Academy." (Page)
(Requested By Commission Cruz)
- PA3 Certificates Of Appreciation Presented To Lisa And Christopher Hughes, For Promoting Festivals and Hosting Visitors In Events Such As The Inaugural Celebration, Relay For Life, Alitalia Fam Trip and The Black Film Festival.
(Page)
(Requested By Commissioner García)
- PA4 Presentation To Eitan Reich, 2003 Miami Beach Valedictorian, For Receiving The Oracle Award, Based On Academic Excellence. (Page)
(Requested By Mayor Dermer)
- PA5 June And July, 2003 Employee Of The Month "At Your Service" Award Winners.
(City Manager's Office)
- PA6 Certificates Of Completion To Be Presented To The Neighborhood Leadership Academy Graduates: Henry Brown, Violet Ventura-Brown, Mark Butcher, Gail Butcher, Barbara Hawayek, Daniel Cabrera, Frank Ferrara, Paul Yavis, Beth Gopman, Lisa Koslow, Rene Fuentes-Chao, Harold Cobb, Natalie Harvey, And Autumn Moore. (Page)
(Neighborhood Services)

Agenda Item PA 1-6
Date 7-30-03

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to Ditch Witch of Central and South Florida, in the Amount of \$50,296.37, Pursuant to Invitation to Bid No. 42-02/03, for the Purchase and Delivery of a Trencher for the Public Works Department.

Issue:

Whether to award a contract to Ditch Witch of Central and South Florida, pursuant to Bid No. 42-02/03?

Item Summary/Recommendation:

The City had previously issued Invitation to Bid No. 78-01/02 for the purchase of a Trencher. However, only one bid was received from Vermeer Southeast Sales and Services Inc. ("Vermeer") for \$57,100 which included a one (1) year extended warranty. Based on the fact that only one bid was received as a result of specifications that may have restricted competition, the City Manager exercised his authority to reject the sole bid received.

By re-bidding this purchase with revised specifications, the City received two bids, and realized a savings of almost \$7,000, and will receive a better extended warranty than the one previously proposed by Vermeer.


The Public Works Department is currently renting a Ditch Witch, Model # 4010 Trencher, from Poes Tool & Equipment Rental Inc., at an estimated annual cost of \$77,760.

It is in the City's best interest to purchase its own trencher at a cost of \$48,947.93, which includes a major component limited warranty beginning on date of delivery for a period of 1000 hours of use or one year, whichever occurs first. There is a one (1) year extended warranty at a cost of \$1,348.44, which includes parts and labor on the major components of the trencher for a grand total of **\$50,296.37**.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$50,296.37	510.1780.000.673	
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Fred Beckmann

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FB: 	RCM: 	JMG: 

T:\AGENDA\2003\jul3003\consent\ITB42-02-03 Trencher summary.doc

AGENDA ITEM C2A

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO DITCH WITCH OF CENTRAL AND SOUTH FLORIDA INC., IN THE AMOUNT OF \$50,296.37, PURSUANT TO INVITATION TO BID NO. 42-02/03, FOR THE PURCHASE AND DELIVERY OF A TRENCHER FOR THE PUBLIC WORKS DEPARTMENT.**

ADMINISTRATION RECOMMENDATION

Approve the award.

FUNDING

\$50,296.37 Funding is available from the Fleet Management Division
Account No. 510.1780.000.673

ANALYSIS

Invitation to Bid No. 42-02/03 (the "Bid") is for the purchase and delivery of a trencher. The trencher will be used by the Street Lighting Division under Public Works Department for the repair and replacement of all underground conduits in the City's street lighting system. The Bid for the trencher was issued with required minimum specifications, which included a combination of performance and design specifications in order to meet the required work for the repair and replacement of all possible underground conduit work within the City of Miami Beach. **(See Attachment #1)**

The City had previously issued Invitation to Bid No. 78-01/02 for the purchase of a trencher. However, only one bid was received from Vermeer Southeast Sales and Services Inc. ("Vermeer") for \$57,100, which included a one (1) year extended warranty. Based on the fact that only one bid was received as a result of specifications that may have restricted competition, the City Manager exercised his authority to reject the sole bid received.

By re-bidding this purchase with revised specifications, the City received two bids and therefore realized a savings of almost \$7,000, and will receive a better extended warranty than the one previously proposed by Vermeer.

Commission Memorandum

Bid No. 42-02/03

Page 2

The Public Works Department is currently renting a Ditch Witch, Model # 4010 Trencher, from Poes Tool & Equipment Rental Inc., at an estimated annual cost of \$77,760.

It is in the City's best interest to purchase its own trencher at a cost of \$48,947.93, which includes a major component limited warranty beginning on date of delivery for a period of 1000 hours of use or one year, whichever occurs first. There is a one (1) year extended warranty at a cost of \$1,348.44, for a grand total of **\$50,296.37**.

The Bid was issued on May 19, 2003, with opening date of June 30, 2003. A pre-bid conference was held on June 13, 2003. BidNet issued 8 notices to prospective bidders which resulted in the receipt of two (2) bids from the following bidders:

- 1) Ditch Witch of Central and South Florida.
- 2) Vermeer Southeast Sales & Service, Inc.

BID TABULATION

DITCH WITCH OF CENTRAL & SOUTH FLORIDA	VERMEER SOUTHEAST SALES & SERVICE
MFG: DITCH WITCH	MFG: VERMEER
MODEL #: RT70H	MODEL #: RT700
DELIVERY: 30 DAYS ARO	DELIVERY: 30-60 DAYS ARO
WARRANTY: 1 YEAR OR 1000 HOURS	WARRANTY: 1 YEAR OR 1000 HOURS
TOTAL: \$48,947.93	TOTAL: \$57,100
EXTENDED WARRANTY: \$1,348.44 (INCLUDES PARTS AND LABOR)	EXTENDED WARRANTY: \$1,363.00 (INCLUDES PARTS ONLY)
GRAND TOTAL: \$50,296.37	GRAND TOTAL: \$58,463

CONCLUSION

The Administration recommends that the contract be awarded to the lowest and best bidder, Ditch Witch of Central and South Florida Inc. in the amount of \$50,296.37, pursuant to Bid No. 42-02/03, for the purchase and delivery of a trencher for the Public Works Department.

PURCHASE AND DELIVERY OF A TRENCHER
BID #42-02/03

3.0 MINIMUM SPECIFICATIONS

Purpose and Necessity

The trencher is to be used by the Street Lighting Division for the repair and replacement of all underground conduct in the City's street lighting system. The trencher:

1. Must be capable of cutting through a minimum of 4 inches of asphalt combined with a minimum of 12" of compacted lime rock in a smooth and efficient manner and without undue stress on the machine.
2. Trencher attachment shall be of a chain type with a tooth pattern that will provide as little kickback as possible in the aforementioned material.
3. Trencher must produce a minimum depth of 48 inches and minimum trench width of 8 inches.
4. A strongly desired option: Auxiliary hydraulic hand tool connection (if possible)
5. Equipment shall **meet the specification or equal** as it will be used daily in often adverse/weather conditions.

Minimum Specifications

General

Specifications:

- riding unit
- 70 horsepower class **minimum**
- four wheel hydrostatic ground drive
- hydrostatic attachment drive
- rubber tires
- shall be delivered with an operator's manual, a service and repair manual, and a parts manual.
- Shall have warning light or gauge to monitor fuel level, engine oil pressure, charging volts or amps, engine temp and hydraulic oil temp, to include and audible alarm or automatic shut down system.
- Shall include training of a minimum of 2 hours for a minimum of 4 City of Miami Beach employees.
- Shall include an hour meter on driver's console.

ATTACHMENT #1
BID #42-02/03 – SPECIFICATIONS
PAGE 2 OF 3

Engine

Specifications:

- liquid cooled
- shall have cold start assist system.
- At least 70 horsepower.
- Neutral safety start switch on attachment drive to ensure engine won't start if attachment is engaged or similar

Controls

Specifications:

- Located conveniently for operator accessibility and safety preferably near operator's seat
- Rear attachment controls & operator's seat to swivel 90-180 degrees for safety purposes
- Operator's seat to slide backward/forward and should be able to accommodate various sized operators.
- Must be equipped with automotive alarming system such as horn.

Hydraulic System

Specifications:

- Tractor to have oil cooler and hydraulic oil reservoir
- Tank must be visible externally (i.e. glass or similar) for checking hydraulic oil
- Hot oil shuttle that pulls hot oil from system to re-circulate oil thru oil cooler, reservoir, and filter cooling and cleaning the oil.

Backfill Blade

Specifications:

- Six-way hydraulic backfill blade controlled by operator's station.

Brakes

Specification:

- Foot operated service brake for normal braking
- Shall have mechanical parking brake

Ground Drive

Specifications:

- Trench or transporting through hydrostatic drive with infinitely variable speed control forward and reverse.
- Two-speed gearbox and two-speed ground drive motor for four different ground drive speeds or similar alternative.
- Creep switches and foot pedal with creep override

ATTACHMENT #1
BID #42-02/03 – SPECIFICATIONS
PAGE 3 OF 3

Attachment Drive

Specifications:

- hydrostatic pump with infinitely variable speed control

Trencher Attachment

Specifications:

- Digging attachment capable of digging 8 inches wide and 48 inches deep.
- Adjustable digging chain tension by means of positive boom adjustment bolt located outside of boom tube.

Trencher Chain

Specifications:

- Digging chain with tensile strength of 97,000 lbs minimum.

Trencher Teeth

Specifications:

- made of steel (or equal alloy)
- bolt-on adapters using rock/frost type bit with carbide insert.

The manufacturer or distributor shall ensure the equipment offered for consideration will perform the job/tasks indicated above under **“Purpose and Necessity”**.

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to American Battery Company, Industrial Division, in the Amount of \$41,958, Pursuant to Invitation to Bid No. 48-02/03, for the Purchase and Delivery of Four (4) Sets of Industrial Batteries for the Electrowave Shuttle Buses.

Issue:

Whether to award a contract to American Battery Company, Industrial Division, pursuant to Bid No. 48-02/03?

Item Summary/Recommendation:

Invitation to Bid No. 48-02/03 (the "Bid") is for the purchase and delivery of four sets of industrial batteries as the City is now reaching a dangerously low level of available batteries for the Electrowave service. Currently there are 17 batteries being used to meet the City's service needs, however, of the 17, seven are over two years old. The batteries have a service life of three years assuming the batteries are only cycled once per day. The last six months of operation have required two cycles per day on approximately half of the batteries. This multiple daily cycling is expediting the approach of the end-of-life cycle of the 2 year old batteries, but is also impacting the life of the remaining 10 batteries. The capacity of the batteries continues to decline with each cycle. There are 8 shuttle buses in operation on a daily basis and the ridership is increasing. Should the City delay the purchase of these 4 battery sets the City will reach a critical situation, as there will not be enough batteries to operate the Electrowave service. The transition from electrical buses to diesel buses will take 3 to 4 years and viable batteries are still needed during the transition period.

The bid submitted by American Battery Co. is for the battery manufactured by East Penn Manufacturer, Model #81P71-7, Deka Max Power units, at a delivered price of \$10,488 each, to include removal of scrap batteries on their (vendor) vehicles which must be EPA certified to transport acid batteries. These batteries come with a three year Pro Rated Warranty with one year free cell replacement/repair guarantee for manufacturing defect batteries. The Vendor will have replacement service parts in their inventory within ten (10) calendar days after delivery of the batteries and provide required service support/response within 8 hours upon notification from the City of Miami Beach designated representative. Should the City require additional batteries, American Battery will provide the batteries under the same terms and conditions pursuant to the bid until December 31, 2003.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$41,952	183.6318.000.673	
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Fred Beckman

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FB:	RCM: 	JMG: 

AGENDA ITEM C2B

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO AMERICAN BATTERY COMPANY, INDUSTRIAL DIVISION, IN THE AMOUNT OF \$41,952, PURSUANT TO INVITATION TO BID NO. 48-02/03, FOR THE PURCHASE AND DELIVERY OF FOUR (4) SETS OF INDUSTRIAL BATTERIES FOR THE ELECTROWAVE SHUTTLE BUSES.**

ADMINISTRATION RECOMMENDATION

Approve the award.

FUNDING

\$41,952 Funding is available from FTA Grant Account No. **183.6318.000.673**

ANALYSIS

Invitation to Bid No. 48-02/03 (the "Bid") is for the purchase and delivery of four sets of industrial batteries as the City is now reaching a dangerously low level of available batteries for the Electrowave service. Currently there are 17 batteries being used to meet the City's service needs, however, of the 17, seven are over two years old. The batteries have a service life of three years assuming the batteries are only cycled once per day. The last six months of operation have required two cycles per day on approximately half of the batteries. This multiple daily cycling is expediting the approach of the end-of-life cycle of the 2 year old batteries, but is also impacting the life of the remaining 10 batteries. The capacity of the batteries continues to decline with each cycle. There are 8 shuttle buses in operation on a daily basis and the ridership is increasing. Should the City delay the purchase of these 4 battery sets the City will reach a critical situation, as there will not be enough batteries to operate the service.

Even though the City has started the process of making a transition from electrical buses to diesel buses, the transition will take 3 to 4 years and a viable supply of batteries must be maintained in the interim.

The Bid was issued on June 12, 2003, with an opening date of June 27, 2003. BidNet issued eleven (11) notices to prospective bidders, and the Procurement Division issued two (2) additional notices, resulting in the receipt of one bid.

Commission Memorandum
Bid No. 48-02/03
Page 2

The bid submitted by American Battery Co. includes the battery manufactured by East Penn Manufacturer, Model #81P71-7, Deka Max Power units, at a delivered price of \$10,488 each, to include removal of scrap batteries. These batteries come with a three year "Pro Rated Warranty" with one year free cell replacement/repair guarantee for manufacturing defect batteries. American Battery will have replacement service parts in their inventory within ten (10) calendar days after delivery of the batteries, and provide the required service support/response within 8 hours upon notification from the City's designated representative. Should the City require additional batteries, American Battery will provide the batteries under the same terms and conditions, pursuant to the bid until December 31, 2003.

In comparison, the City bought twenty-four (24) batteries from Advanced Vehicle Systems (AVS), the manufacturer of the electric shuttle buses, and paid \$13,050 per battery two years ago without the above mentioned enhanced warranty and services.

CONCLUSION

The Administration recommends that the contract be awarded to the lowest and best bidder, American Battery Company, Industrial Division in the amount of \$41,952, pursuant to Bid No. 48-02/03, for the purchase and delivery of four (4) sets of industrial batteries for the Electrowave shuttle buses.


CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission **Date:** July 30, 2003

From: Jorge M. Gonzalez
City Manager 

Subject: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE
AND/OR NEIGHBORHOODS COMMITTEE FOR DISCUSSION, A
PROPOSAL TO EXCHANGE A CITY-OWNED PROPERTY (MUNICIPAL
PARKING LOT NO. 4D) LOCATED AT 1625 WEST AVENUE FOR A
VACANT LOT OWNED BY THE HOUSING AUTHORITY LOCATED AT
1231-1251 17TH STREET

The City Administration and the Miami Beach Housing Authority (MBHA) have been discussing a mutual interest to pursue a proposal to exchange the MBHA-owned property (vacant lot) located at 1231-1251 17th Street, for the City-owned property (municipal parking lot No. 4D) located at 1625 West Avenue.

Based on the City Administration's preliminary analysis, exchanging these properties may be of mutual benefit. In light of MBHA's need to develop additional housing for the elderly within the City, the 1625 property may, in addition to meeting public parking needs, be more suitable and readily developable for a housing complex above a public parking component that might be incorporated into the transaction, due to its configuration. Its residentially zoned location may also be more beneficial to the complex's future occupants.

The 1231-1251 property would provide the City with a centrally located commercially zoned property that may be used as a parking lot, on a provisional basis, in emergency situations (e.g. boat show, major holidays, special events), for ancillary parking until such time as a more permanent use is determined.

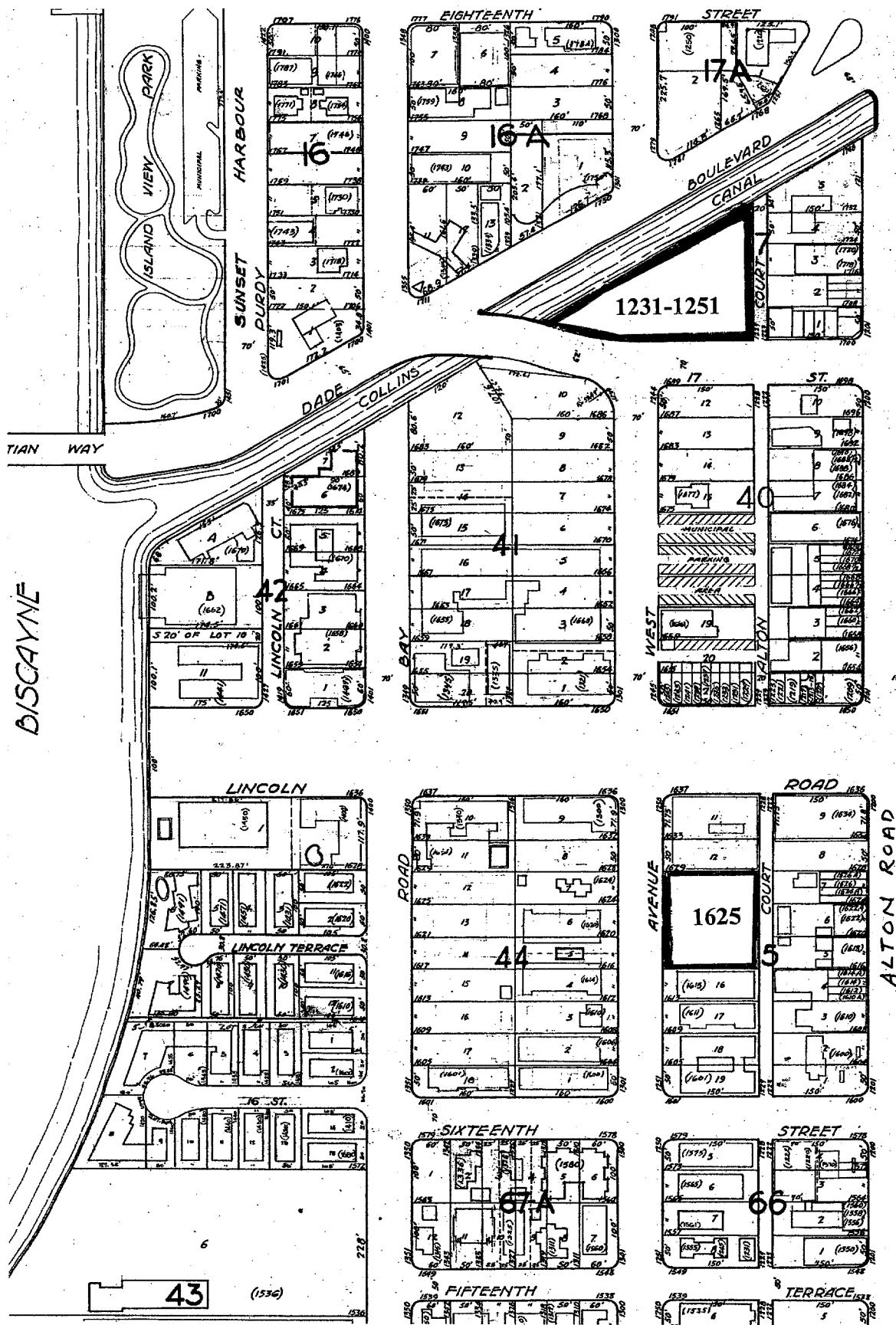
The MBHA has advised that they will be bringing this matter to their Board of Directors for discussion.

The City Administration recommends that the matter be referred to the Land Use and Development Committee and/or Neighborhoods Committee for discussion.

JMG/CMC/JD

T:\AGENDA\2003\jul3003\regular\HA Lot Exchange Referral.doc

Agenda Item C4A
Date 7-30-03



City-owned

1625

Housing Authority


1231-1251

C: CMC
LC



**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

TO: JORGE GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER 
COMMISSIONER

DATE: July 9, 2003

RE: Referral to the Land Use and Development Committee for
discussion regarding Historic Preservation Board Resolution

I would like to place on the July 30th Commission Consent Agenda an item for referral to the Land Use and Development Committee regarding the discussion of Historic Preservation Board Resolution request to adopt an Ordinance Amendment requiring Design Review Approval from the Planning Department for all replacement windows in single-family homes located outside locally designated Historic Districts or Historic Sites.

If you have any questions, please feel free to contact my Aide, Ms. Lorna Mejia, at extension 6834.

MHB/ldm

RECEIVED
03 JUL - 9 PM 4:11
CITY MANAGER'S
OFFICE

Agenda Item C4B
Date 7-30-03

CITY OF MIAMI BEACH
Office of the City Manager



Letter to Commission No. 150-2003

To: Mayor David Dermer and Members of the City Commission

Date: June 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: Historic Preservation Board Resolution
Design Review Approval for the Installation of Windows in Single Family Homes

Attached, please find a copy of a resolution adopted by the Historic Preservation Board at their June 10, 2003 meeting. The Historic Preservation Board is urging the City of Miami Beach to adopt an Ordinance Amendment requiring Design Review Approval from the Planning Department for all replacement windows in single-family homes located outside of locally designated Historic Districts or Historic Sites.

The Administration would recommend that the Commission refer the matter to the Land Use Committee for formal consideration.

JMG:OMC:JGG:TRM
F:\PLAN\ALL\CM_RESP\hpreso-SFwindows.ltc.dot

c: Christina Cuervo, Assistant City Manager
Bob Parcher, City Clerk
Jorge G. Gomez, Planning Director
Thomas R. Mooney, Design and Preservation Manager

2003 JUN -1 PM 4:05
Jorge G. Gomez
Jorge G. Gomez

**CITY OF MIAMI BEACH
HISTORIC PRESERVATION BOARD**

RESOLUTION

WHEREAS, the City of Miami Beach Historic Preservation Board is charged by Ordinance as serving in an advisory capacity to the City Commission and other City Boards on issues affecting the City's architecture, design, historic districts and structures; and

WHEREAS, the Historic Preservation Board strongly supports the efforts of the City to promote and enhance its unique social and architectural history and to improve the appearance of its residential streets and neighborhoods; and

WHEREAS, the Historic Preservation Board strongly supports the efforts of the City to protect the valuable historical, educational and visual resources found within its residential neighborhoods; and

WHEREAS, the design and configuration of windows plays a vital role in the overall appearance of a building; and

WHEREAS, poorly designed replacement windows or replacement windows which are inappropriate to the historic architectural style of a building can have an extremely negative impact on the overall visual quality and architectural integrity of a building; and

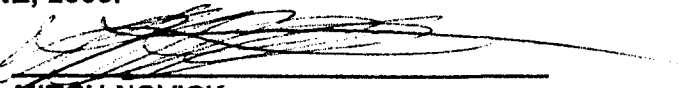
WHEREAS, the City currently requires no Design Review of replacement windows in single-family homes which are located outside of locally designated Historic Districts or Historic Sites; and

WHEREAS, the visual quality of many single-family homes which are located outside of locally designated Historic Districts or Historic Sites has been seriously degraded as a result of the installation windows which are poorly designed and bear no relationship to the architectural style of the home; and

WHEREAS, requiring Design Review Approval for replacement windows will help to protect the appearance of our residential neighborhoods, and as a result, help to protect property values in those neighborhoods;

THEREFORE, it is hereby resolved that the Historic Preservation Board urges the City of Miami Beach to adopt an Ordinance Amendment requiring Design Review Approval from the Planning Department for all replacement windows in single-family homes located outside of locally designated Historic Districts or Historic Sites.

PASSED AND ADOPTED THIS 10TH DAY OF JUNE, 2003.



MITCH NOVICK
Chair
Historic Preservation Board

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: REFERRAL TO COMMUNITY AFFAIRS COMMITTEE A DISCUSSION ESTABLISHING A PILOT PROGRAM WITH ONBOARD MEDIA FOR A MAXIMUM OF TWELVE (12) MONTHS TO PRODUCE AND AIR A THIRTY (30) MINUTE SEGMENT OF "WELCOME TO MIAMI BEACH" IN PROMOTION OF THE CITY OF MIAMI BEACH AS A TOURIST DESTINATION AND QUALITY RESIDENTIAL COMMUNITY, ON "BEACHTV" (CHARTER COMMUNICATIONS GEOGRAPHIC TERRITORY), AT NO COST TO THE CITY; PROVIDING A LINK ON THE CITY'S WEBSITE, A LETTER OF SUPPORT FOR THE PROGRAMMING EFFORTS AND THE CITY'S COOPERATION AND CONCEPTUAL SUPPORT OF THE PROGRAM AND ITS PRODUCTION.

ANALYSIS

As part of the Mayor's Blue Ribbon Task Force on Tourism report, the Sales and Marketing Sub-Committee identified the need to enhance the City's public relations and advertising efforts for targeted tourist initiatives. A long-term strategy included better defining our target markets and then refining our marketing, public relations and strategic plans to better position the City. Part of these efforts included expanding communication among new and existing partners.

Cities across the world have dedicated programming highlighting their tourist attractions and providing important historical and economic data and general welcome information about their destination. Over a month ago, Onboard Media, a homegrown Miami Beach company established 14 years ago and presently located at 960 Alton Road, invited the City to establish a pilot programming effort in promotion of the City of Miami Beach as a tourist destination and quality residential community.

Onboard Media's expertise in custom publishing, custom television programming and in live lecturing is well known and respected throughout the cruise and travel industry. Three years ago, Louis Vuitton Moët Hennessy (LVMH) purchased Onboard Media and has reaffirmed the company's presence onboard the fleets of Royal Caribbean, Celebrity, Crystal, Disney and Sun cruise lines, as well as throughout the leading casino hotels in Las Vegas (Caesars Palace, The Venetian, Paris, Las Vegas Hilton, Bally's and the Flamingo) and in all properties of Sandals and Beaches resorts in the Caribbean.

Onboard Media has developed a plan and worked with the Administration to roll out an integrated Miami Beach marketing plan for niche branding which is complimentary and additional to the GMCVB regional efforts. The plan utilizes the components of print, cable TV and internet streaming video. Onboard Media seeks to form strong alliances with the

Agenda Item C4C

Date 7-30-03

City of Miami Beach, as well as the GMCVB, civic organizations and advertising partners to ensure all entities are well-served by the planned marketing approach.

The multi-media approach (print, cable TV and internet) provides for excellent cross-marketing opportunities to promote each individual media source. Additionally, the diverse vehicles ensure several effective ways to reach the tourism market while also providing useful resources for the residential community. This pilot initiative is expected to enhance the visitor experience and provide a forum for appropriate branding, including: Informing, educating and building respect for our destination by providing a cohesive message delivered through multiple mediums. The intent is to positively influence the tourist for a return guest visit.

Beach TV and "Welcome to Miami Beach" Segment:

Cable TV Component:	Onboard Media will completely develop and launch BeachTV. BeachTV will be a 24-hour cable channel featuring the tourism sites and attractions of Miami Beach and the surrounding areas. Custom programming will be developed which portrays the City as a culturally diverse, vibrant, and artistic community that appeals to a variety of world class visitors and residential sectors alike. Onboard has secured a 24/7/365 day channel on Charter Cable system.
Target date for broadcast launch:	December 2003.
Current cable reach:	100,000 households and 12,000 hotel rooms
Estimated Value of Program:	\$360,000 worth of airtime and production costs at no cost to the City of Miami Beach.
Beach TV Programming:	See Attached Description

In exchange for participating in Onboard Media's already existing pilot initiative, the City of Miami Beach will extend its support of the program and the Mayor and City Commission will be afforded an opportunity to include a Welcome Message and Welcome Letter of support for BeachTV's programming efforts through print, cable video and internet streaming video. Additionally, the City will provide a web link on the City's website to BeachTV's web portal to view the Welcome to Miami Beach segment and other streaming video.

Onboard Media is pursuing other initiatives such as:

- 24-hour airing in the Miami Beach Chamber Visitors Center
- Exploring future options, such as:
For example: partnering with American Airlines to provide in-flight airing of programming on arriving aircraft.

- Custom Hotel ID Package:
In exchange for a hotel making BeachTV the default station when guests turn on the TV in their rooms, Onboard Media will offer them a custom hotel ID. Onboard Media will create approximately three minutes of custom hotel programming that will automatically be introduced immediately preceding the regular BeachTV programming.

While this is a private sector pilot initiative, the City will receive valuable production and air time at no cost and Onboard Media will derive revenue from their advertising partners to cover the programming initial start up costs and production expenses. As this is a preliminary pilot program, the City deems the in-kind programming provided will afford the City the opportunity to evaluate the results of the programming efforts, establish a track record and benchmark the desired results.

Over the next 12 months, the City will evaluate the success of the program and determine if future revenue sharing and enhanced/dedicated programming is in the City's best interest. If so, an expanded long term initiative through a competitive bidding process may be recommended and pursued. However, Onboard Media will not be granted any benefit or favorable ratings by virtue of this pilot initiative. Therefore, the Administration recommends the City Commission refer a discussion to consider participating in this pilot program to the Community Affairs Committee.

^{AND}
JMG/CMC/rar

T:\AGENDA\2003\jul3003\consent\BeachTV.MEM.doc

Proposed Beach TV Programming

The goal of BeachTV ~ To brand Miami Beach as a progressively diverse, vibrant, tolerant and artistic community that attracts an international audience of visitors seeking to indulge in a variety of world class attractions, culture and relaxation in a tropical urban resort setting. A celebration of its colorful past up to its modern-day uniqueness!

Two Hour Editorial Programming Line-Up:

For start-up: Four hours of original programming looped 24-hours.

One hour of new programming added quarterly.

“Welcome to Miami Beach” – A 30-minute show airing four times daily with all content controlled by the City as Executive Producer. Estimated value for one year’s worth of airtime and production: \$360,000 (based on “Advertorial” rates)

To include the following features:

Mayor’s Welcome Message

Miami Beach Cultural Tour: Art Deco History to current cultural anchors Bass Museum; Wolfsonian; New World Symphony; Miami City Ballet, Jewish Museum, Botanical Garden, Jackie Gleason Theater.

Getting Around: From where to park to how to ride the beach for a quarter

Economic Development Spotlight

Tourism Hotline!

Highlights & Happenings: Our parks, beach, festivals and championship golf club

Onboard other initiatives on BeachTV such as:

“Deco Dreams” – A beautiful historical perspective of our one-of-a-kind community, focusing on the Beach’s colorful past. Special highlight on the Art Deco District and its world-renowned architecture. Viewers will be informed and entertained at the same time. (Spotlight on available Walking Tours to learn history first-hand.)

“Nightlife Focus” – Miami Beach is world famous for its late-night happenings, cutting-edge clubs and chic hot spots. This program provides the viewer with a full VIP-access look into the nightclubs, bars and lounges that set the tone for our infamous fiesta atmosphere. From live jazz music to Latin dance bars to trendy nightclubs, “Nightlife Focus” imparts that there is something for everyone!

“Colorful Characters” – One of the most notable characteristics of our unique community is the wonderful variety of people who call South Florida their home. This fun and fast-paced show spotlights individuals from all different walks of life and provides a glimpse into their daily lives and perspectives. The result is a portrayal of the colorful canvas of personalities that make up the community.

Two-Hour “Advertorial” Programming Line-Up:

Fun and informative “what-to-do” programs spotlighting local dining, shopping, attractions and real estate

Advertorial segments will air four “prime times” per day:

7:00am-9:00am, 12 noon- 2:00pm, 4:00pm-6:00pm and 10:00pm-midnight

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
A DISCUSSION ON EXTENDING THE PROFESSIONAL SERVICES
AGREEMENT FOR STATE LEGISLATIVE SERVICES.**

ANALYSIS

On April 10, 2002, the Mayor and City Commission approved Resolution 2002-24824, directing the Administration to renegotiate a new contract for one additional year with Rutledge Ecenia, Gomez Barker Associates & Robert M. Levy & Associates for State Legislative Services. Due to the timing of the Legislative Sessions, it was deemed in the City's best interest to grant said extension and to issue a Request for Letters of Interest (RFLI) for State Legislative Services instead of pursuing an RFP for said services while the Legislature was in session. As expected, the RFLI generated significant interest from firms that are interested in representing the City of Miami Beach in Tallahassee, although formal proposals including services and costs were not received.

As the 2003 Legislative Session was extended throughout the summer with three special sessions, in accordance with the Commission's initial direction, the Administration has not solicited proposals. Since the City's current Professional Services Agreement for State Legislative Services expires on September 30, 2003, the Administration is seeking guidance from the Commission as it relates to extension of the existing agreement or the issuance of an RFP. In preliminary conversations with our lobbying team they have expressed a strong desire to continue to represent the City. If the Commission wishes to extend the agreement with the City's current lobbying team, a new contract can be negotiated and presented to the Commission in time for the next legislative session. Should the Commission wish to issue a new RFP, the timeline would be as follows:

Timeline:

September 10, 2003 Commission Meeting

October 15, 2003

Week of October 20, 2003

November 25, 2003 Commission Meeting

December 10, 2003 Commission Meeting

Issue Request for Proposals.

Approve month-to-month agreement with the current firms.

Deadline for receipt of Proposals.

Evaluation Committee Meeting.

Accept recommendations, authorize negotiations.

Approve Contract.

This timeline will allow the City to have the RFP process completed and a Professional Services Agreement for State Legislative Services in place before the end of 2003. The City's 2004 Legislative Priorities will be presented to the Mayor and City Commission in January 2004, and the State Legislative Session will begin in March 2004.

Agenda Item *C4D*

Date *7-30-03*

July 30, 2003
Commission Memorandum
Referral to Finance
Page 2 of 2

Therefore, the Administration recommends the City Commission refer a discussion of extending the Professional Services Agreement with Rutledge Ecenia, Gomez Barker Associates & Robert M. Levy & Associates for State Legislative Services to the Finance and Citywide Projects Committee.

JMG/CMC/rar

T:\AGENDA\2003\jul3003\consent\StateLegislativeServices.MEM.doc

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT
COMMITTEE MEETING OF JULY 7, 2003**

The G.O. Bond Oversight Committee met on July 7, 2003. At the meeting, the Committee considered the following issues.

Mr. Roberto Sanchez expressed his concern that his comments from the June 2, 2003 meeting as captured in the minutes needed to be clarified. He wanted them to reflect that he felt the basketball courts at Normandy Isle Park should not have been demolished without having enough funding to repair or replace them. The minutes were approved with corrections by the Committee.

DISCUSSION ITEM

The Committee approved the Administration going ahead with presentations of Basis of Design Reports (BODR) and Community Workshops in July and August, with the stipulation that active Homeowner's Associations and residents be given notice of the meetings even earlier than usual.

CHANGE ORDERS

The Administration informed the Committee of change orders that had been approved since the last meeting.

RECOMMENDATION TO CITY COMMISSION

A presentation was made regarding the Basis of Design Report (BODR) for the North Shore Neighborhood Improvement Project, which outlined the proposed improvements to be made in the neighborhood. Area residents commented on the proposed improvements. Discussion with the residents focused mainly on their support regarding Park View Island improvements.

The Committee approved a motion to recommend that the City Commission approve the Basis of Design Report for North Shore Neighborhood Improvement project.

Agenda Item C6A
Date 7-30-03

PROJECT STATUS REPORT

The Administration informed the Committee that the construction of the water tanks and pump station portion of the first phase of the Fire Station No. 2 project is moving forward. The City issued a second Notice to Proceed to Jasco on June 9, 2003 after the completion of the permit for the complete scope of work. Jasco has begun mobilization and construction of the added area at the site. Currently, Jasco is on schedule for a substantial completion date of May 2004. The City is still in discussions with Jasco on Fire Station No. 2 on the Guaranteed Maximum Price which will be brought to the City Commission when a final price is agreed upon.

The Administration informed the Committee that an updated estimate to relocate the existing Fire Station No. 4, as priced by the JOC contractor, is \$664,943.05. This estimate is much higher than the previous projection. In addition to the cost of relocating the building, additional work will be necessary to structurally shore the building once it is moved. A complete scope of work and costs would not be known until the building is fully relocated. The complete scope would be identified through a series of destructive tests, evaluation by the engineer, permitting by the Building Official and then work by the Contractor. Additional costs with the Contractor's projected price would bring the total estimated costs for relocation to an approximate amount of \$929,169. The Committee was told that the City Commission voted at its July 2, 2003 meeting to demolish the portion of the Fire Station that was declared historic. The Administration planned to make a presentation to the Historic Preservation Board in September. After a Certificate of Appropriation is obtained from the Historic Preservation Board, the Administration will seek approval from the City Commission to demolish the historic portion.

The Administration informed the Committee that 75% construction documents of Phase II (construction of a new Fire Station) were submitted by MC Harry and Associates for the City's review which is ongoing. The Fire Department raised legitimate operational concerns with the Kitchen and Dormitory areas after reviewing the plans. The CIP staff, MC Harry and Associates and the City's consultants will revisit the Fire Department's specific design issues. The Administration reported that possible solutions may include extending the current building footprint. If modifications are made to the current design, CIP staff estimates bidding of Phase II will move from the current projection of September/October 2003 to December 2003/January 2004. The project construction commencement date would then move from January 2004 to March 2004. The Committee expressed its desire to expedite the decision making process, which would then expedite the construction of the new facility.

The Administration informed the Committee that the Normandy Park and Pool project is under construction. The pool foundation system is completed and the walls are coming up. Portions of the basketball and tennis courts are being demolished by the contractor to accommodate the construction of the park's new concrete walkway connecting Rue Granville to Trouville Esplanade. Replacement of the existing basketball and tennis courts had been put on hold for lack of funding. However, the amount of \$288,000 may become

available to fund some of the unfunded components such as additional park drainage, landscaping, and the multi-purpose court. This amount includes a request by the Administration for the City Commission to appropriate the remaining balance from the GO Bond fund allocation for the Shane Water Sports Center to the Normandy Park and Pool Project, and Community Development Block Grant (CDBG) funds. The additional funds, if authorized, would become available on October 1, 2003. The project's originally scheduled completion date of September 2003 has been modified to November 2003. Some additional delays are expected due to the Miami-Dade County drainage injection well construction permit. The Committee approved a motion to appropriate additional funds needed to complete the project in the amount of \$112,000, from GO Bond interest, pending a discussion with the Chief Financial Officer, Patricia Walker, at the next Committee meeting (August 4, 2003).

The Administration reported the status of the Indian Creek Greenway project and indicated that the project is moving forward. It has been divided into phases to help manage the size. The project funds originally allocated from the GO Bond are in the amount of \$300,000. The total funds currently being allocated from the GO Bond for the project are in the amount of \$1.4 million. The project would begin at Lake Pancoast, Collins Avenue and 23rd Street north to 29th Street (Phase I), then 29th Street to 41st Street (Phase II), then 41st Street to 53rd Street (Phase III). The Administration reported that the shoreline stabilization is the biggest issue, which should be dealt with as soon as possible, due to the bad conditions. Edaw and Coastal Systems International are in negotiations with the City to do the design for Phase I. A marketing package and quit claim deed is being developed by the Legal Department to be presented by August 1, 2003, to the property owners. It is anticipated that the design and permitting process should be finished and construction beginning by Spring of 2004.

INFORMATIONAL ITEMS

The Informational Items presented to the Committee, but not reviewed included: the calendar of Community meetings and "Garden Center" Botanical Garden A/E Negotiations.

JMG/RCM/TH/KLM/ig

T:\AGENDA\2003\jul3003\consent\Summary minutes 070703.doc

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE JULY 14, 2003 - LAND USE AND DEVELOPMENT
COMMITTEE MEETING**

1. Discussion regarding proposed ordinance allowing electronic display signs for large venues facilities. Referred from December 11, 2002 City Commission meeting.

Deferred for further discussion at September meeting.

2. Discussion regarding the New World Symphony. Referred from April 30, 2003 City Commission meeting.

Discussion held, matter to be discussed further at the full City Commission meeting on July 30, 2003.

3. Discussion regarding the issues on Española Way. Referred from May 21, 2003 City Commission meeting.

Deferred to September meeting, proponents to bring pictures of what tenants want to do. The Administration is instructed to advertise the meeting of July 25, 2003 at the Plaza de España (Drexel & Española Way) to review parking, signs, etc.

JMG/CMC/JGG/rar
T:\AGENDA\2003\jul3003\regular\LandnUseREPORT7-14-03.doc

Agenda Item C6B
Date 7-30-03

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF JULY 16, 2003.**

A meeting of the Finance and Citywide Projects Committee was held July 16, 2003, at 2:15 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Chairperson Commissioner Jose Smith, Vice-Mayor Matti Herrera Bower, Commissioner Saul Gross, and Commissioner Richard Steinberg were in attendance.

City staff was represented by: Jorge M. Gonzalez, City Manager; Patricia D. Walker, Chief Financial Officer; Christina M. Cuervo, Assistant City Manager; Robert C. Middaugh, Assistant City Manager; Saul Frances, Parking Director; Georgie Echert, Assistant Finance Director; Manuel Marquez, Finance Manager; Raul Aguila, First Assistant City Attorney; Fred Beckmann, Public Works Director; Kent Bonde, Redevelopment Coordinator; Jorge Gomez, Planning Director; Hamid Dolikhani, Assistant Building Director; Donna Shaw, Cultural Affairs and Tourism Development Director; Max Sklar, Assistant Director Cultural Affairs and Tourism Development; Floyd Jordan, Fire Chief; Sonia Machen, Fire Marshall; Edward DeFavero, Assistant Fire Chief; Leonard Alamo, Police Captain; Bruce Henderson, Environmental Specialist; Brad Judd, Property Management Division Director; Jose Damien, Asset Manager; Robert Reboso, Redevelopment Specialist; Kevin Smith, Parks and Recreation Director; and, Julio Magrisso, Assistant Parks Director.

Others in attendance included:

Tom Tight and David Witthohn, representing MBIA Municipal Investors Service Corp.; Dick Montalbano, William R. Hough & Co.; Bernard Zyscovich, Zyscovich Inc.; David Phillips, Howard Herring (via telephone intercom), Paul Woehrle, and Samuel Burstyn, representing the New World Symphony; David Kelsey, South Beach Hotel and Restaurant Association; Barry Klein and Jeannie Tidy, representing North Beach Development Corp.; Mike Rotbart, Rotbart & Associates, Inc.; Ian Hendry, Finnegan's Way and Finnegan's 2; Mike D'Alessandro, Associated Parking; Michael H. Brennan, Frank DeVecchio and Gloria Rosenthal, Miami Beach Citizens; and A.C. Weinstein, Sunpost.

OLD BUSINESS:

1. Parks & Recreation User Fees

Agenda Item C6C
Date 7-30-03

ACTION

Item Deferred.

2. Fire Plan Review Permit Fees

ACTION

The Committee approved the proposed 15% increase for the Fire Plan Review and Inspection Fee.

City Manager Jorge M. Gonzalez began the discussion on this item by introducing to the Committee the City's new Fire Marshall, Ms. Sonia Machen.

Fire Chief Floyd Jordan summarized the proposed 15% fee increase. Fire plan review and inspection fees have not been increased since 1992, at which time the City had one fire plans review analyst. The City currently has five fire plans review analysts under the same fee structure adopted in 1992. The City's General Fund currently subsidizes over two thirds (2/3) of this division's budget.

As instructed during the Finance and Citywide Projects Committee Meeting of May 12, 2003, the Administration has obtained a comparative analysis of fire plan review and inspection fees (attached as Appendix A). In an effort to obtain partial cost recovery, Administration is proposing a 15% fee increase.

The Committee approved unanimously the proposed 15% increase for the fire plan review and inspection Fee.

3. Space Rental Fees for Valet Parking on Ocean Drive/ 5th to 16th Street

ACTION

The Committee directed the Administration to bring back the item to a meeting of the Finance and Citywide Projects Committee next fiscal year during budget preparation time.

The Committee further stated for the record that the current absence of space rental fees for valet parking on Ocean Drive/ 5th to 16th Street is not meant to be interpreted as continuing in perpetuity; a fee structure may be instituted at a future date.

Saul Frances, Parking Director introduced and summarized the item. Ocean Drive, from 5th to 16th Street, is the only designated area where ramping fees have not yet been implemented. As instructed by the Finance and Citywide Projects Committee, the Administration has held a workshop with representatives of the Ocean Drive Association and various valet operators to reach consensus on this issue. After discussions with the Ocean Drive Association and the valet operators, the Administration is proposing a series of processes, parameters, and fee structures.

Discussion ensued and various Ocean Drive business representatives spoke against the proposed fee structure.

The Committee directed the Administration to bring back the item to a meeting of the Finance and Citywide Projects Committee next fiscal year during budget preparation time.

The Committee further stated for the record that the current absence of space rental Fees for valet parking on Ocean Drive/ 5th to 16th Street is not meant to be interpreted as going on for perpetuity; a fee structure may be instituted at a future date.

4. New World Symphony

ACTION

The Committee approved the New World Symphony Term Sheet, subject to the Commission having the final say on the funding commitments for the parking garage facility.

The Committee further instructed the Administration to add a hard cost minimum dollar amount to the Term Sheet for the construction of the Soundspace Project.

Assistant City Manager Christina Cuervo introduced and summarized the item. Ms. Cuervo highlighted points of interest negotiated in the New World Symphony Term Sheet. Ms. Cuervo distributed a draft copy of the 17th Street Site Proposal and a draft Parking Capacity Review (attached as Appendix B).

Mr. Bernard Zyscovich, who along with Frank Gehry will be designing the proposed site, discussed alternate concept plans which will give the City a number of options related to the actual physical site of the Soundspace building and the parking garage facility.

City Manager Gonzalez stated that construction timelines for the project will be coordinated as to be least disruptive to the Miami Beach tourism season.

Mr. Gonzalez further stated that the construction of the Soundspace building would fall under the Art in Public Places (AiPP) Ordinance and therefore be subject to a contribution to the AiPP Fund from the New World Symphony.

Discussion ensued between Committee members in regards to who should be responsible for funding parking commitments related to construction, the City or the New World Symphony.

The Committee approved the New World Symphony term sheet, subject to the Commission having the final say on the funding commitments for the parking garage facility. The Committee further instructed the Administration to add a hard cost minimum dollar amount for the construction of the Soundspace Project.

5. Old City Hall

ACTION

The Committee instructed the Administration to enter into a three year lease agreement with the Police Department's Special Investigations Unit utilizing the vacant first floor space at Old City Hall at a rental rate of \$50,000 per year.

The Committee further instructed the Administration to fund approximately \$20,000 for the preparation of construction drawings and cost estimates necessary in order to identify the repairs needed at Old City Hall.

The Committee requested a progress report regarding funding options available for repairs once construction drawings and cost estimates are finalized.

Public Works Director Fred Beckmann introduced and summarized the item. Mr. Beckmann stated that approximately \$20,000 is needed for the preparation of construction drawings and cost estimates necessary in order to identify the repairs required at Old City Hall.

Property Management Division Director Brad Judd summarized the structural repairs needed at Old City Hall.

Assistant City Manager Christina Cuervo addressed some of the issues regarding attempts to rent out the first floor vacant space located at Old City Hall. Ms. Cuervo also advised that the lease for the Special Investigations Unit (SIU) space will soon expire. The SIU currently leases space located on Bay Road. Renting the vacant space located at City Hall would result in substantial savings to the General Fund, as the rent would be substantially cheaper than what SIU is currently paying at their Bay Road location.

Ms. Cuervo stated that renting the space for three years to SIU while the building's structural repairs are remedied is a possible solution for the current rental vacancy.

The Committee instructed the Administration to enter into a three year lease agreement with the Police Department's Special Investigations Unit utilizing the vacant first floor space at Old City Hall at a rental rate of \$50,000 per year.

The Committee further instructed the Administration to fund approximately \$20,000 for the preparation of construction drawings and cost estimates necessary in order to identify the repairs needed at Old City Hall.

The Committee requested a progress report regarding funding options available for repairs once construction drawings and cost estimates are finalized.

NEW BUSINESS:

- 1. Discussion of a Pilot Program for Investment Advisory Service and the Process to Obtain Such Services on an Ongoing Basis.**

ACTION

The Committee directed the Administration to prepare a Request for Proposals (RFP) as a competitive process for obtaining an ongoing Investment Advisory Service.

Chief Financial Officer Patricia D. Walker introduced and summarized the item. In an effort to maximize returns on investments the Administration has been exploring the benefits of obtaining an Investment Advisory Service.

Ms. Walker introduced Mr. Tom Tight and Mr. David Witthohn from the firm of MBIA Municipal Investors Service Corp (MBIA-MISC).

Mr. Tight and Mr. Witthorn gave a presentation to the Committee and distributed a value analysis (attached as Appendix C) comparing the City's portfolio returns with two composite portfolios and two municipal portfolios. The four portfolios were similar in size, asset allocation, and were governed by similar investment policies. MBIA-MISC provided the City with a comprehensive analysis for the four portfolios for a period of fifteen months. The four portfolios would have added additional returns to the City.

City Manager Jorge M. Gonzalez and Ms. Walker stated that the Administration is continuously exploring ways in which to maximize revenues. With the upcoming influx of approximately \$62,465,000 from General Obligation Bond proceeds and \$15,000,000 from Convention Development Tax funds, the City hopes to maximize earnings with this pilot program.

The Committee commended the Administration for establishing this pilot program and further directed the Administration to prepare a Request for Proposals (RFP) as a competitive process for obtaining an ongoing investment advisory service.

2. Discussion Regarding Funding for the Arts.

ACTION

The Committee requested a Special Commission Workshop in September 2003 in order to have an in-depth discussion regarding funding for the arts and the allocation of Quality of Life Funds.

Vice-Mayor Matti Herrera Bower introduced and summarized the item. The Cultural Arts Council currently receives funding from investment income earned from an endowment established with \$10 million in Convention Development Tax (CDT) funds.

City Manager Jorge M. Gonzalez added that the \$10 million has already been committed for projects and that the City anticipates spending the entire amount by late next year or early the subsequent year. The Administration is requesting to add another endowment for the Arts consisting of investment income earned from a \$13 million portion of the \$15 million to be received from additional CDT funds expected in December 2003.

The Administration is also recommending that a portion of Quality of Life funds (QOL) be made available as a permanent source of revenue for the arts. Currently QOL funds are derived from the 50% allocation, made annually, from the additional 1% Resort Tax on room

revenue. These funds are currently distributed equitably amongst North Beach, Middle Beach, and South Beach, with each area receiving a third (1/3) of the monies collected. One solution to the funding situation with the arts is a methodology in which the QOL fund distribution could be frozen at FY 02 levels with each year's excess going to the arts. This could continue until the arts share was equal to the fixed shares for North, Middle and South Beach. Thereafter annual funds could be equally divided between North Beach, Middle Beach, South Beach, and The Arts, with each group receiving a quarter (1/4) of the monies collected.

Committee members noted the financial situation affecting the arts, as well as the importance the arts to this community, but expressed concerns in cutting QOL funding for North Beach, Middle Beach, and South Beach. The Committee articulated a desire for a more detailed discussion explaining how QOL funds are currently being expended.

The Committee unanimously requested a Special Commission Workshop in September 2003 in order to have an in-depth discussion regarding funding for the Arts and the allocation of Quality of Life Funds.

3. Discussion Regarding Biscayne Point Canal Clean Up Funding.

ACTION

The Committee instructed the Administration to get a cost estimate for the Biscayne Point Canal Clean Up.

The Committee directed the Administration to look at how other municipalities are funding similar canal clean up issues.

The Committee further directed the Administration to explore Quality of Life funds as an option for funding the clean up.

Vice-Mayor Matti Herrera Bower introduced and summarized the item. Commissioner Bower stated that the Biscayne Point Canal clean up is the number one priority area for this neighborhood and that no funds have been earmarked for this much needed project.

Environmental Specialist Bruce Henderson stated that in order to properly clean and clear the canal would require a full time dedicated effort for at least six months.

Commissioner Richard Steinberg stated that just as the City cleans streets on a routine basis, as well as when a resident calls and complains, so should the City do when a canal requires clean up.

Mr. Michael H. Brennan, Biscayne Point resident, requested that the City begin enforcing City Ordinances which fine offenders polluting the waterways and waterfront residences allowing their landscaping to grow into the waterways. Mr. Brennan stated that this could be a revenue source for funding the clean up of the Biscayne Point Canal. Mr. Brennan further stated that under the current condition of the canal, many boats cannot pass through at low tide because of all the debris blocking the waterways.

Vice-Mayor Bower suggested that the City educate waterfront home owners about the possible violations of City Ordinances.

Vice-Mayor Bower also requested that the Administration add a line item in the annual operating budget for the maintenance of canals.

The Committee instructed the Administration to get a cost estimate for the Biscayne Point canal clean up. The Committee also directed the Administration to look at how other municipalities are funding similar canal clean up issues. The Committee further directed the Administration to explore Quality of Life funds as a possible option for funding the clean up.

4. Discussion Regarding Penrod Brothers, Inc. Request for a Referendum Regarding Their Lease Agreement for the City Owned Property Located at One Ocean Drive.

ACTION

No Action Necessary, Status Report given.

City Manager Jorge M. Gonzalez gave a status update report and led a discussion on the Penrod Brothers, Inc. request for a referendum regarding their lease agreement for the City owned property located at One Ocean Drive.

Over the past year and a half, the Administration has been negotiating with Penrod on several issues including;

- use of the area between the footprint of the restaurant and the dune (expanded area)
- the percentage of revenue to be paid to the City, which would be consistent with that charged to other beachfront concession operations,
- that the expanded area be maintained accessible to the public, and
- their request for other uses within the expanded area, including fees associated therewith.

The City Attorney has determined any such private use of waterfront park property, as is being proposed by Penrod in the expanded area, would trigger restrictions in the City Charter governing the sale and/or lease (of more than five years), and therefore require voter approval in a City-wide referendum. Furthermore, under the Miami-Dade County Charter because the area under discussion would constitute the disposal of a mini-park within the County, the Charter requires a County referendum for all residents within one mile of the referenced address.

The City Attorney's Office believes that the two required referendum votes could be combined into one question with two separate tallies, one for the City Charter and one for the County Charter. The City Attorney's Office will be contacting and consulting with Miami-Dade County and the Supervisor of Elections to ensure that one question with two separate tallies can be accomplished.

5. Discussion Regarding Possible Funding Sources for a Contribution of \$45,000 to the Upcoming FTAA Ministerial.

ACTION

No Action Necessary.

The Administration informed the Committee that excess Resort Tax funds will be used to fund the \$45,000 contribution to the upcoming FTAA Ministerial.

The meeting adjourned at 6:25 p.m.

JMG/PDW/mim

T:\AGENDA\2003\JULY 30, 2003\CONSENT\Fin & CW 07-16-03

A handwritten signature in black ink, appearing to be 'Roo' or similar, with a stylized flourish at the end.

Appendix A

c: Floyd

JRD & associates, inc.
Industrial Engineers • Management Consultants

July 14, 2003

Mr. Jorge Gonzalez
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Mr. Gonzalez:

Pursuant to your request, I have conducted a comparative analysis of construction plan review and inspection permitting fees for the City's Fire/Rescue Department. The analysis was performed for the Miami Beach, Coral Gables and Miami-Dade Fire Rescue departments. The following represent my findings:

New Construction Plan Review Fees

Miami Beach	\$.95/100 Sq. Ft. up to 20,000 Sq. Ft., \$.50/100 Sq. Ft. After
Coral Gables	\$.95/100 Sq. Ft.
Miami-Dade	\$2.20/100 Sq. Ft. up to 20,000 Sq. Ft., \$.83/100 Sq. Ft. After

Example: 30,000 Square Foot New Building

Miami Beach	Fee = \$240.00
Coral Gables	Fee = \$285.00
Miami-Dade	Fee = \$523.00

Alterations/Repairs Plan Review Fees

Miami Beach	\$4.75/\$1000 of value, \$.95/\$1000 after first \$1000 of value
Coral Gables	\$.95/100 Sq. Ft.
Miami-Dade	\$6.60/\$1000 of value, \$1.65/\$1000 after first \$1000 of value

Example: \$50,000 Alteration to 30,000 Square Foot Existing Building

Miami Beach	Fee = \$51.30
Coral Gables	Fee = \$285.00
Miami-Dade	Fee = \$87.45

Inspection Fees

Miami Beach	\$150.00
Coral Gables	\$200.00
Miami-Dade	\$192.50

100 Alhambra Avenue, Suite 230
Coral Gables, Florida 33134

Phone: 305.529.2440
Fax: 305.529.2659

www.jrdan-associates.com

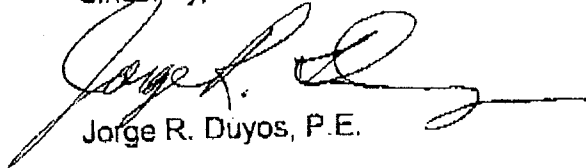
Mr. Jorge Gonzalez
Page 2

Recommendation

Given the results of the comparative analysis, the fact the City's fees have not increased since 1992 (thus not keeping in line with the cost of living and inflation), and that these activities are part of the construction permitting process, it is recommended that Fire/Rescue plan review and inspection fees be increased by 15%. This will be consistent with the proposed 15% fee increase for building permits.

If you have any questions, please contact me at (305) 529-2440.

Sincerely,



Jorge R. Duyos, P.E.

Appendix B

Parking Capacity Review

Parking Lots	Existing Number of Spaces	Proposed Number of Spaces (Low End) (High End)
17 th Street Surface Lots	508	240 320
City Hall Expansion Garage	152	600 720
P-Lot	800	1900 2430
Total Spaces	1460	2740 3470
Less: Existing Spaces		(1460) (1460)
Net Gain in Spaces		1280 2010

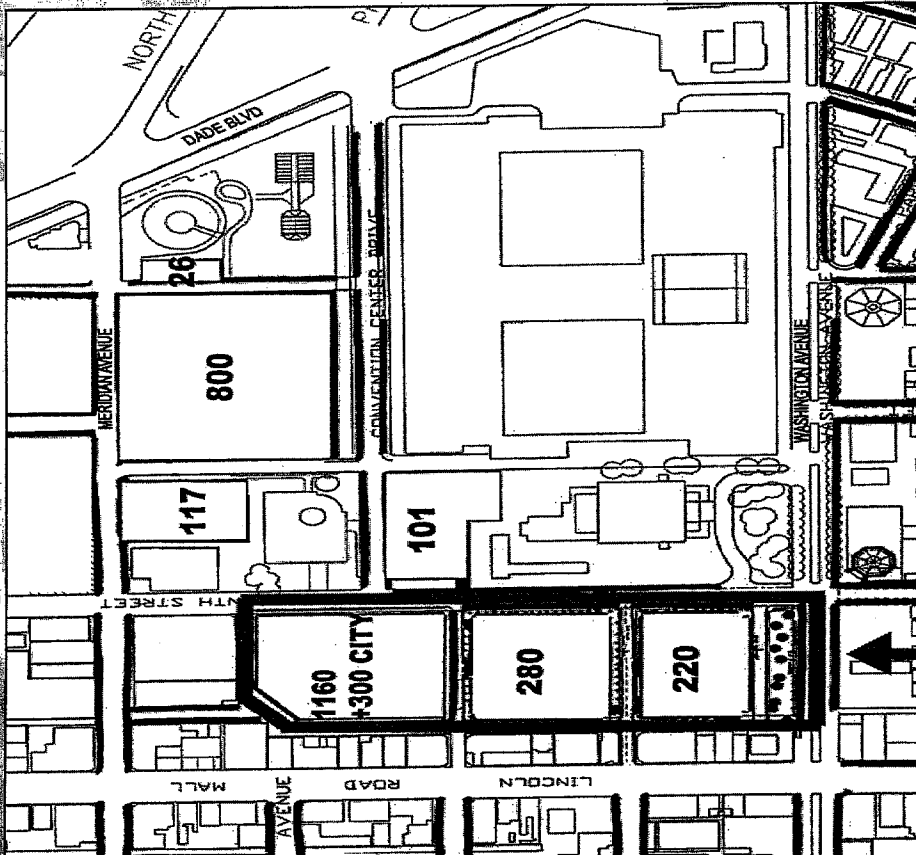
This is a detailed street map of downtown Las Vegas, oriented with North towards the top right. The map shows a grid of streets including Las Vegas Blvd, Fremont St, Main St, and others. Major landmarks and building footprints are labeled with names and numbers. Key locations include the New York-New York Hotel & Casino, Flamingo Las Vegas, the New Vegas Strip, and various other hotels and casinos. A compass rose in the top right corner indicates North is towards the top right. The map is a black and white line drawing with labels for streets, buildings, and landmarks.

(300 city spaces)

A detailed street map of the downtown area of Miami, Florida, showing the locations of various buildings and streets. The map includes labels for streets such as North, Dade Blvd, Meridian Avenue, Washington Avenue, and Lincoln Avenue. Building numbers are indicated, including 117, 683, 101, 1460, (280), and 220. A large arrow points to the location of the building at 1460, which is labeled '(300 CITY)'.

(+ 20 spaces)

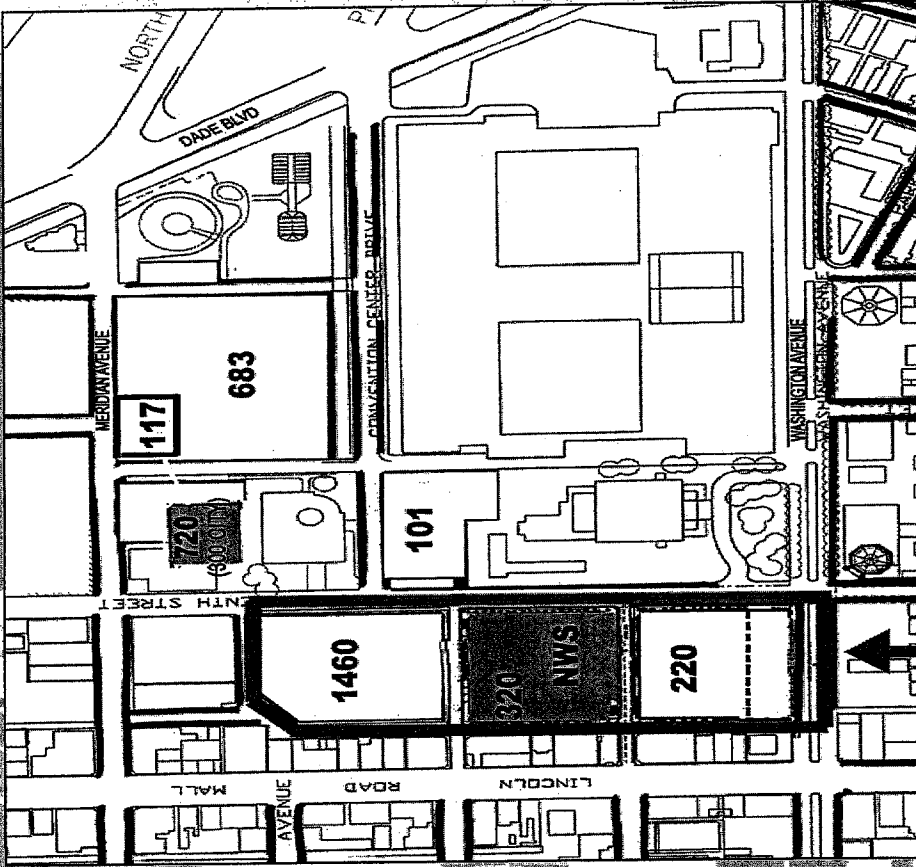
Existing



1660 spaces

(300 city spaces)

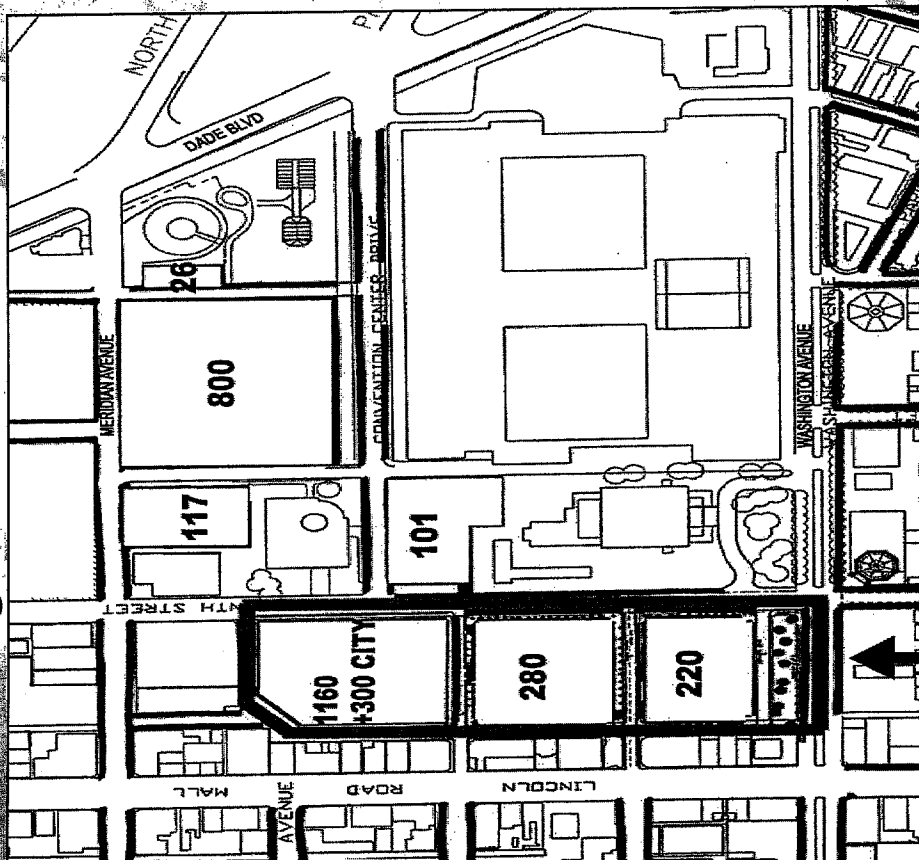
Phase 2



2000 spaces

(+340 spaces)

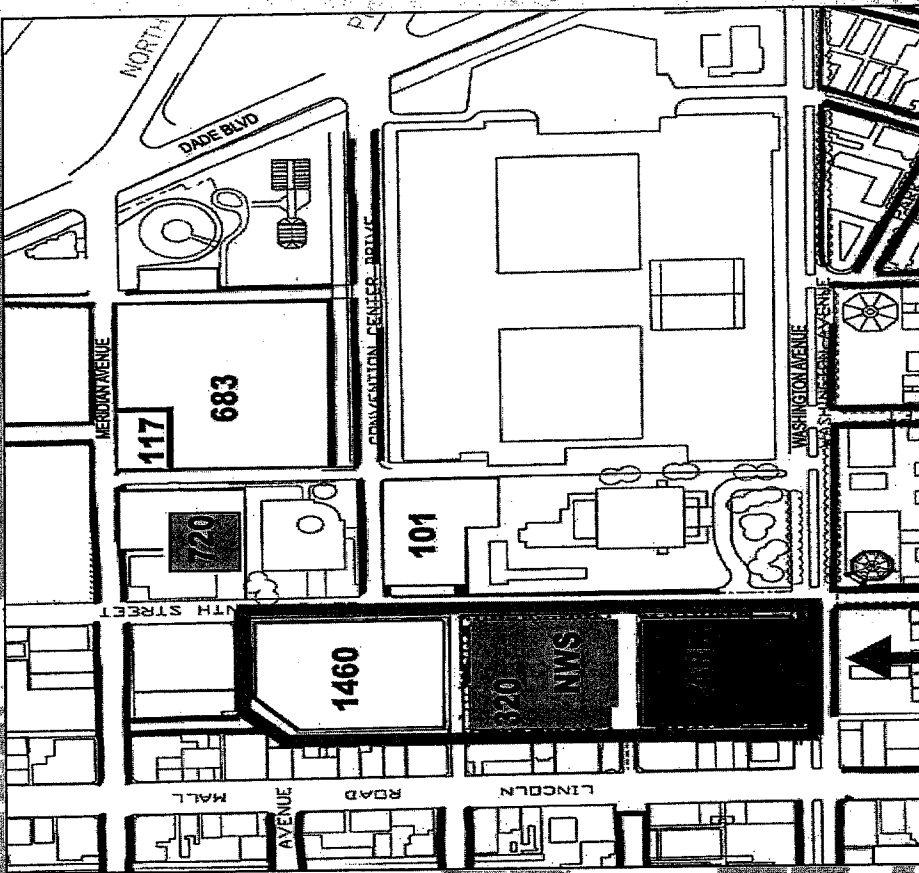
Existing



1660 spaces

(300 city spaces)

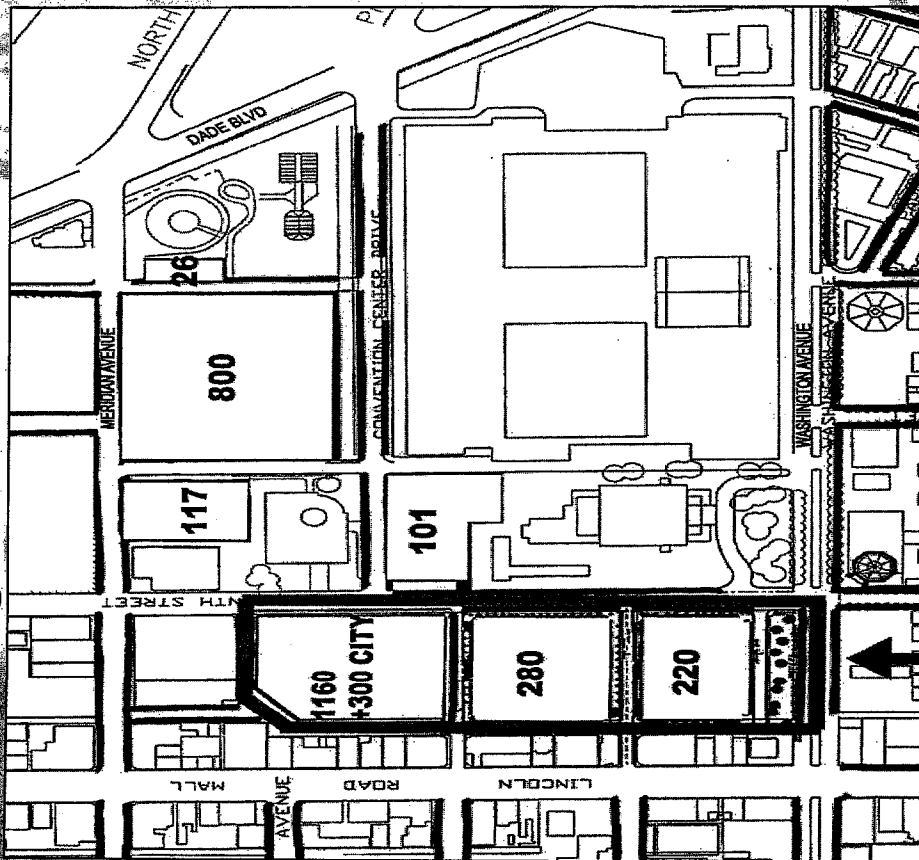
Phase 3



1780 spaces

(+120 spaces)

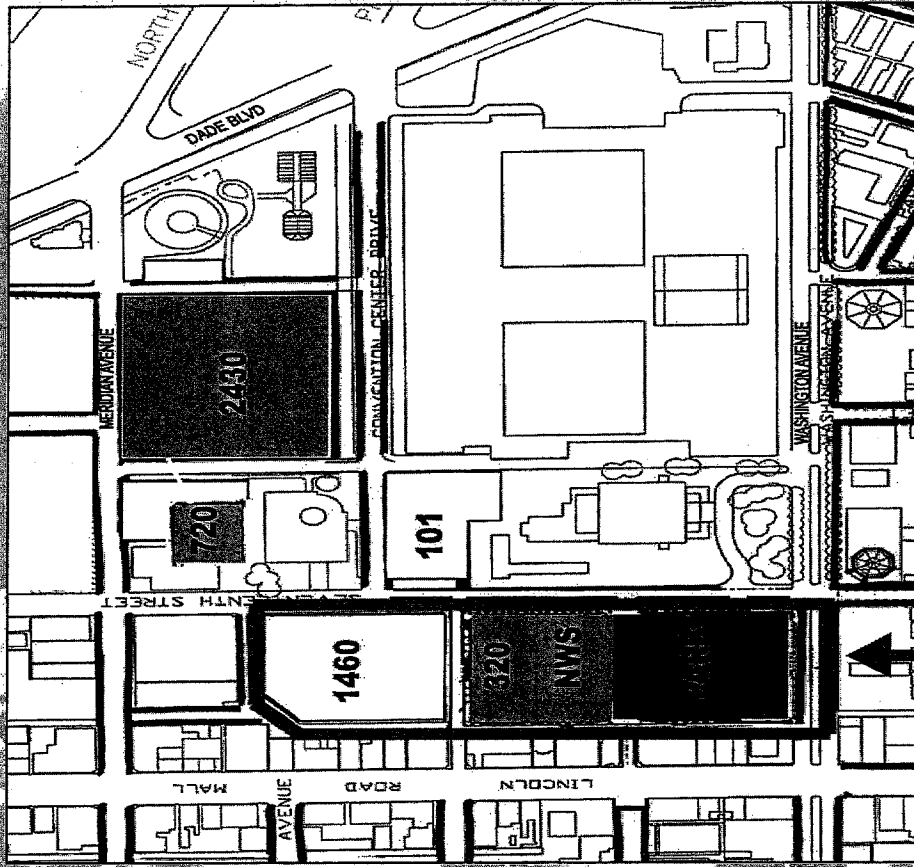
Existing



1660 spaces

(300 city spaces)

Phase 4



1780 spaces

(+120 spaces)

Appendix C



City of Miami Beach

By:

Tom Tight, Regional Director

David Withthohn, CFA, Vice President

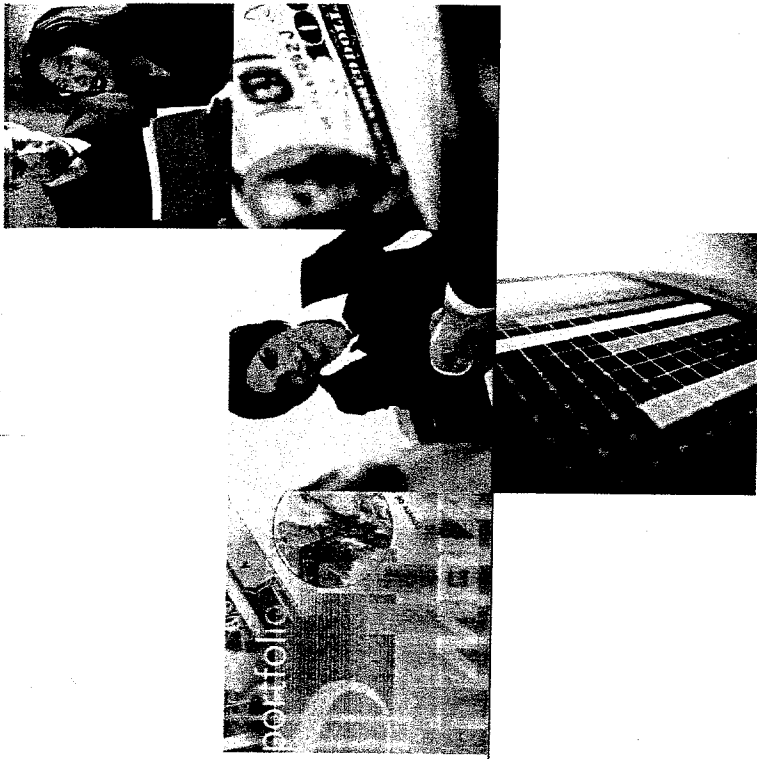
MBIA Municipal Investors Service Corp.

July 16, 2003



MBIA Capital Strength & AAA Performance

- **Rated AAA by three NRSRO**
- **\$9 billion in capital**
- **\$38 billion in assets under management**
- **Member NYSE**
- **S&P 500**
- **Forbes 500**



MBIA

MBIA-Insurance Exposure

- **City of Miami Beach over \$110 million**
- **Miami-Dade County over \$ 2.9 billion**
- **1700 issues for the State of Florida**





MBIA-Asset Management Florida Clients

- **State of Florida**
- **Miami-Dade County**
- **City of Jacksonville**
- **Orlando Medical Center**
- **Miami Children's Hospital**
- **Broward County HFDA**
- **Orange County**





MBIA Customized Asset Management Program

Access to Markets

Expertise

Resources

- Time
- Market Information

Reporting



MBIA

Account Management

- Review and revise investment policy and internal procedures
- Develop and maintain cash flow forecasts
- Design a custom-tailored investment portfolio to meet both the client's needs and market conditions
- Periodically meet to review portfolio performance



Policy Compliance

- All portfolios are entered into our customer compliance data base
- Both primary and back-up portfolio managers review accounts
- Entire portfolio management team reviews weekly
- Internal MBIA corporate compliance area reviews quarterly



Investment Strategies

- Diversification of assets among different investment instruments
- Diversification of assets across the yield curve
- Use of Treasury and government agency securities
- Implementation of active portfolio management strategies
- Extension of maturities when the market allows



Comprehensive Reporting

Transaction Confirmations

Monthly Statements

- Holding reports
- Transaction summary
- Earnings reports

Asset Allocation Information

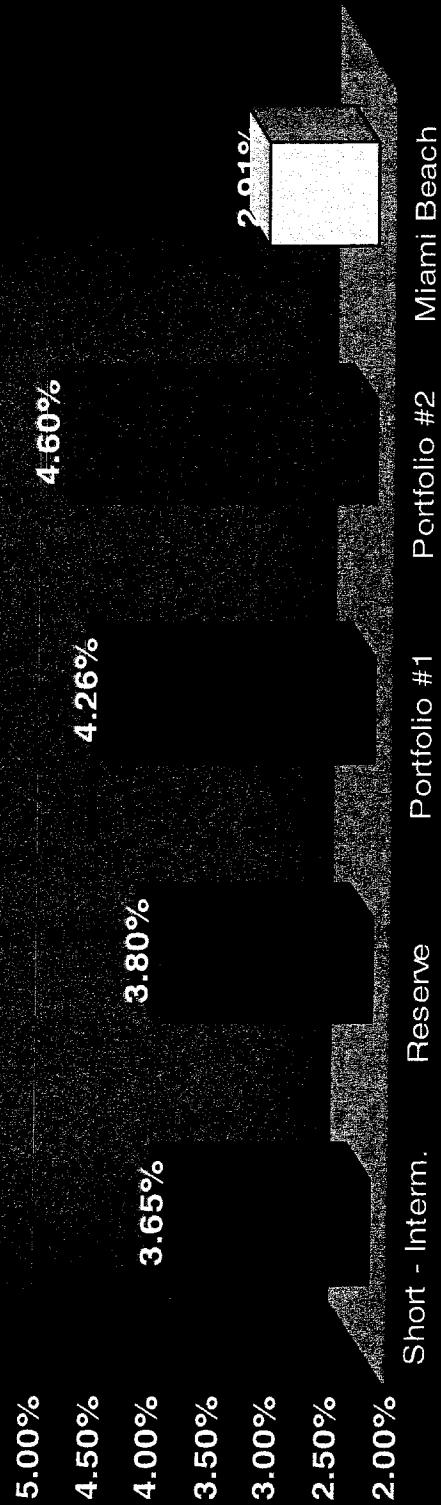
Safekeeping Information

Performance Benchmarking



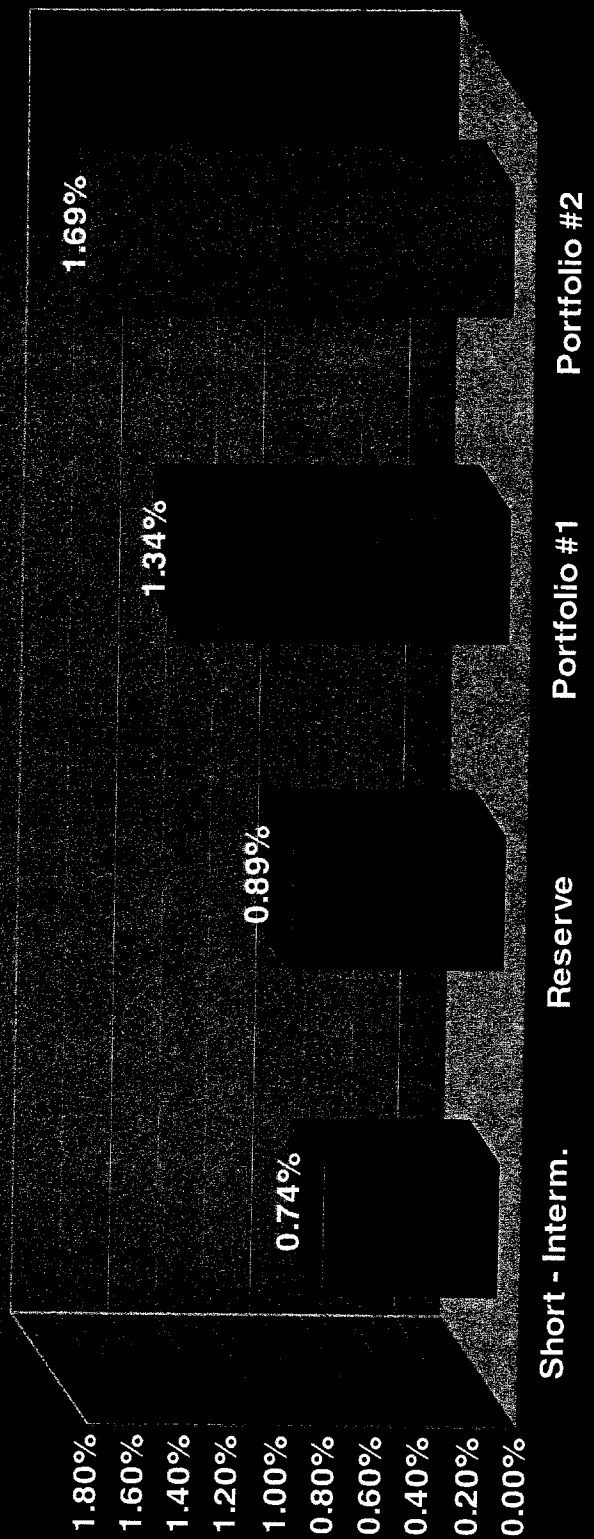


Return Analysis (January 31, 2002 to March 31, 2003)



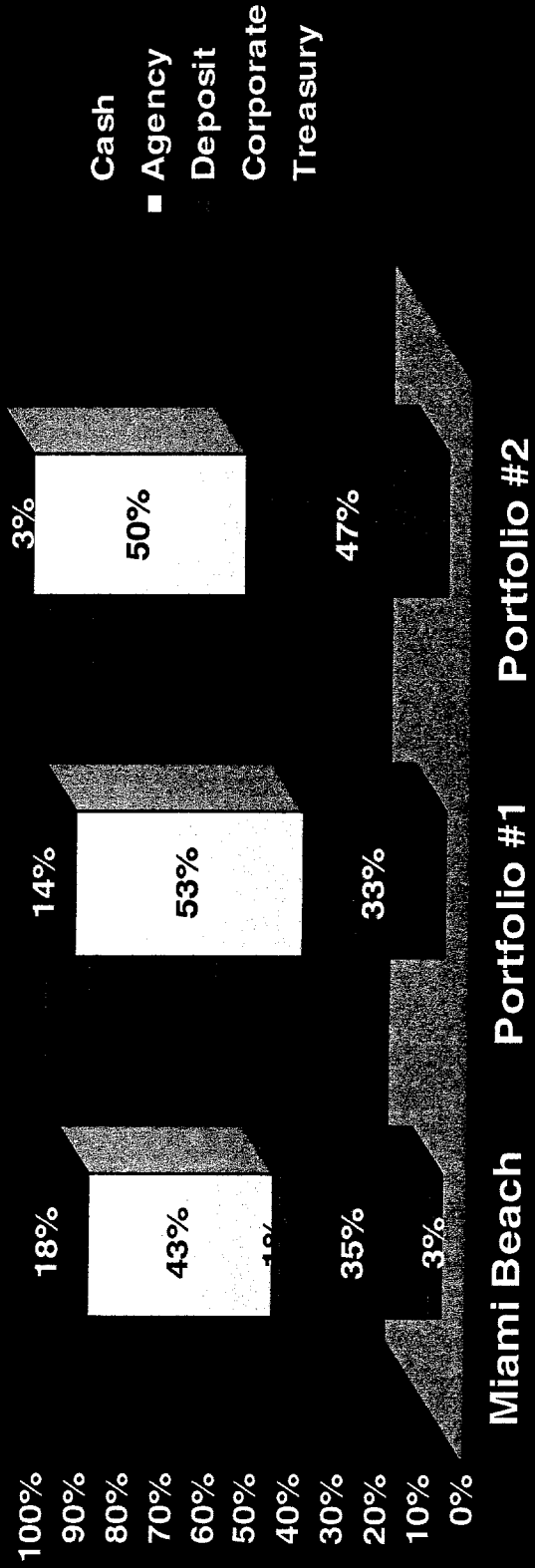
Additional Return

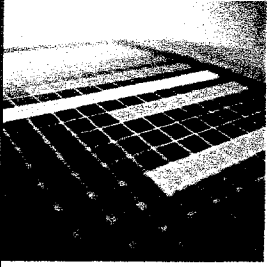
(MBIA's returns minus City's return)
(January 31, 2002 to March 31, 2003)





Asset Allocation (as of September 30, 2002)

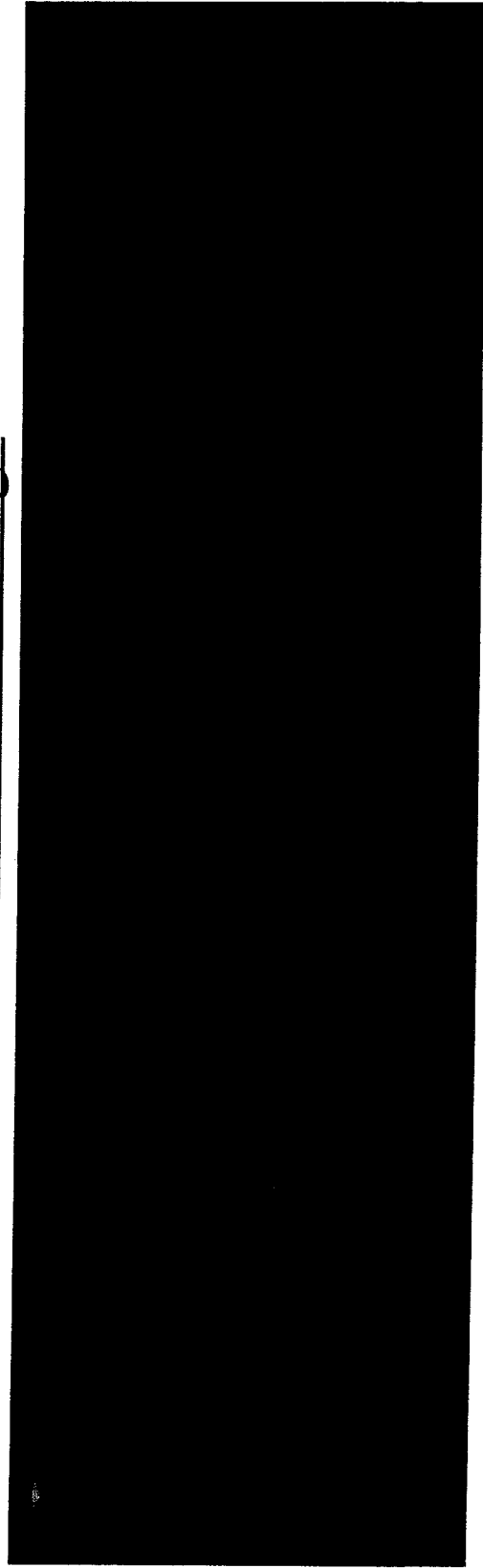




Additional Revenue Potential



Potential Cost Savings



Economic Update

- Fed is keeping rates low to fight deflation and stimulate growth
- Institutional investors are staying short anticipating eventual rate rise
- Flight to quality

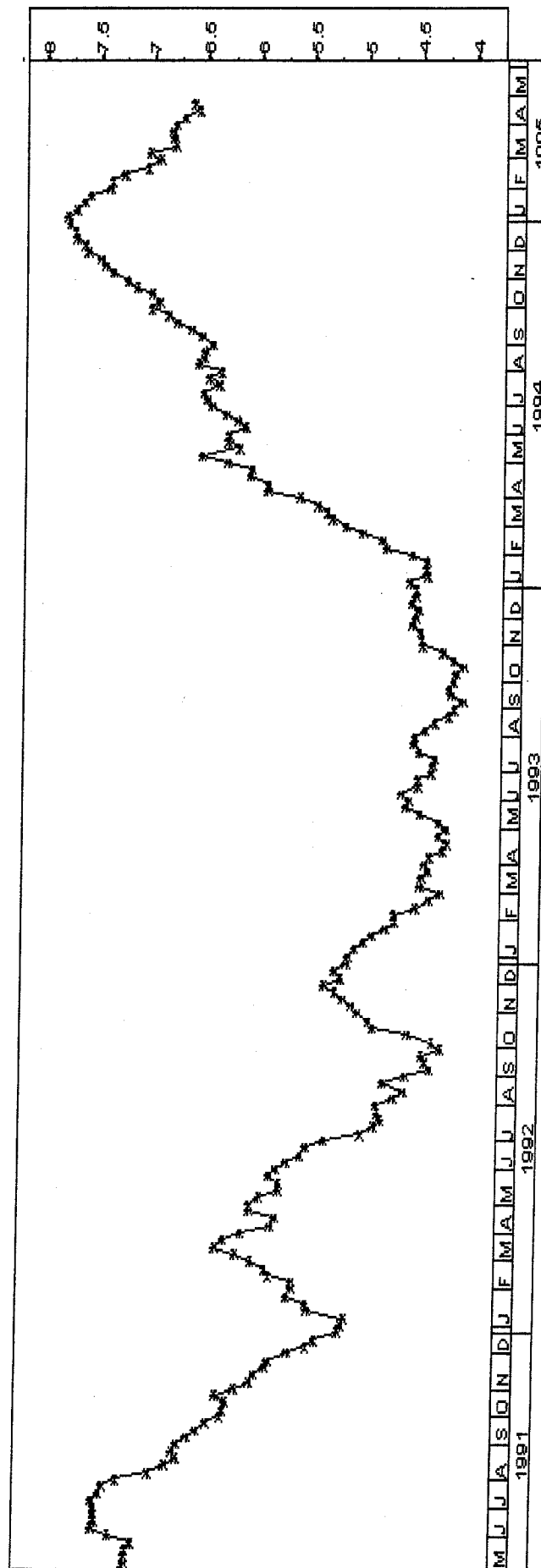


CAM CUSTOMIZED ASSET MANAGEMENT



3-Year Treasury

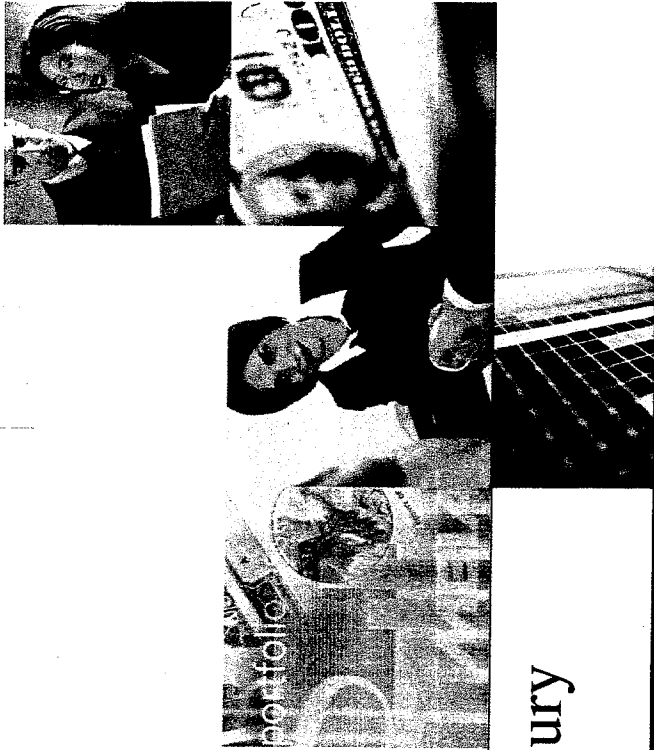
05/01/91 - 04/28/95



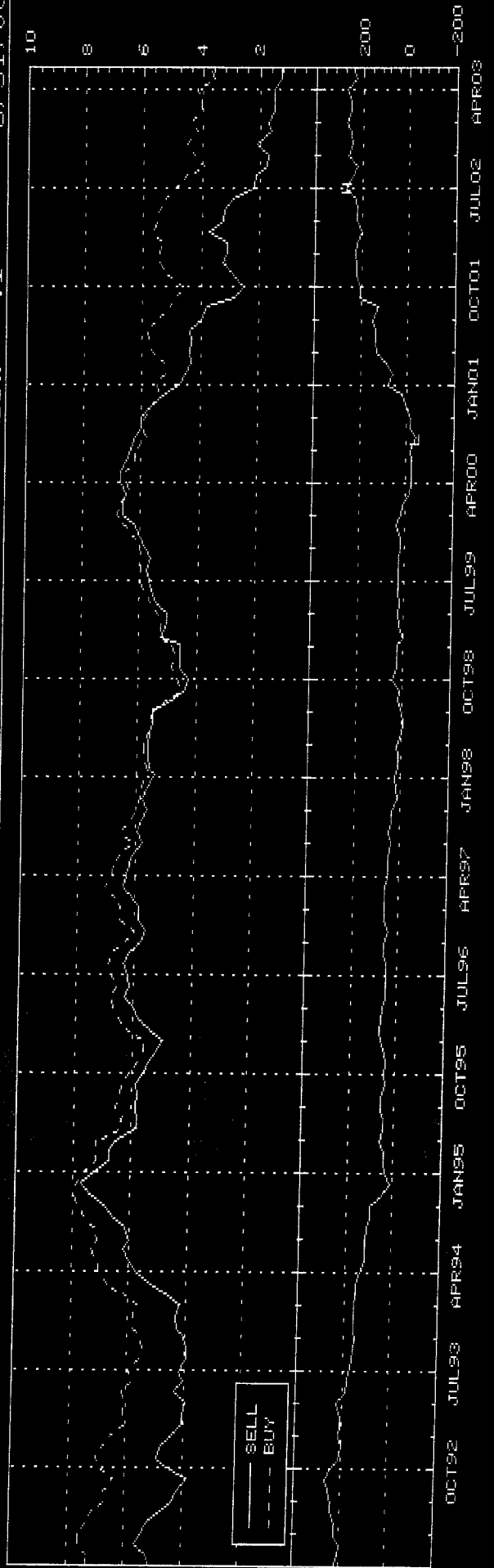
MBIA

CAM CUSTOMIZED ASSET MANAGEMENT

2Yr versus 10Yr Treasury 1992-2003

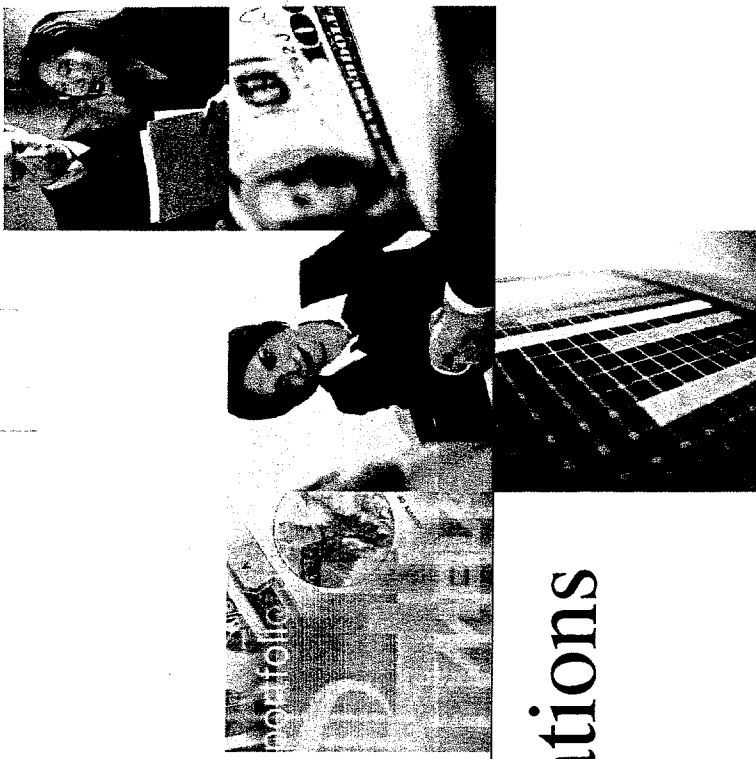


RANGE 1/31/92 TO 6/30/03 PERIOD M CLOSE/Mid vs CLOSE/Mid
 HI 268.5 - 7/31/02 CURR 246.73 AVE 105.05 LOW -41 - 8/31/00



Budget Considerations

- Historically low interest rates
- Ensure all funds are fully invested
- Cash flows are key
- Interest rates will rise in the future



CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE NEIGHBORHOODS COMMITTEE MEETING HELD ON
JUNE 30, 2003**

A meeting of the Neighborhoods Committee was held on June 30, 2003 at 2:00 P.M. in the City Manager's Large Conference Room. Commissioners in attendance: Matti Herrera Bower, Simon Cruz, Luis R. Garcia Jr. and Richard Steinberg. City staff in attendance: Robert C. Middaugh, Assistant City Manager, Gary Held, First Assistant City Attorney, Vivian P. Guzman, Director, Neighborhood Services Department, Jorge Gomez, Director, Planning Department, Al Childress, Director, Code Compliance Division, Mike Alvarez, Assistant Director, Public Works Department, Steve Cumbo, Housing and Community Development, Miguell DelCampillo, Housing Manager, Housing and Community Development, Lynn Bernstein, Manager, Community Resource and Outreach, and Bruce Henderson, Public Works Department. Others in attendance are listed in the attached sign-in sheet.

OLD BUSINESS

1. **Update regarding honoring the late Assistant City Attorney Lawrence Levy for his years of dedication and adoration for our City.**

Commissioner Luis R. Garcia, Jr. introduced the item and stated that the most fitting tribute was to name the City Attorney's internship program after the late Mr. Levy.

The Committee unanimously passed a motion to name the City Attorney's internship program after the late Assistant City Attorney Lawrence Levy.

NEW BUSINESS

2. **Review and discussion regarding an amendment to the City Code concerning the distribution of handbills and discussion on other Quality of Life ordinances.**

Assistant City Manager Robert Middaugh discussed the issue of businesses distributing handbills throughout the street. The Committee suggested that the business could only distribute these in the block of occupancy. The business can go to other property owners to secure permission to distribute handbills in front of their property. Commissioner Bower argued that businesses usually advertise outside their area to

Agenda Item C6D
Date 7-30-03

bring patrons in. The point is to limit the area where the handbills can be distributed so that adjacent businesses can be held accountable for litter in the sidewalk/street in front of their business in order to have better enforcement. Commissioner Bower suggested having a redemption system to encourage people to turn in handbills. Bruce Henderson argued that this would encourage business owners to bring in freshly printed copies instead of picking up those that are actually out in the street. He used the example of the recycling of bottles and cans out in Ocean Terrace. Commissioner Steinberg argued that confiscating and fining businesses was not adequate because the City of Miami Beach cannot fine businesses in other municipalities. Commissioner Bower suggested a recycling program. Commissioner Steinberg suggested that businesses advertise on a billboard instead of using flyers. Billboards would be available to those businesses that did not use handbills. Lynn Bernstein suggested using poles to advertise.

A reporter from the South Beach News voiced a concern that free newspapers that are being given out cannot be considered handbills because it violates their First Amendment rights.

Having given Mr. Middaugh the previous suggestions, the Committee did not make a motion on this item. The item was deferred to the next Neighborhoods Committee meeting.

3. Discussion regarding the revised guidelines for the City of Miami Beach Multi-Family Housing Rehabilitation Program.

Item deferred to the next Neighborhoods Committee meeting.

4. Referral to the Neighborhoods Committee – Discussion Regarding Biscayne Point Canal Cleanup.

Commissioner Bower wants to have money put in the budget to help the Biscayne Point Neighborhood clean up the canal. Commissioner Steinberg had suggested that the City apply for a grant to fund this type of cleanup, but because it is not a waterway that connects to the Florida Intercoastal Waterway, Biscayne Point Canal is not eligible. Bruce Henderson mentioned that the City did make an attempt to clean up this canal by creating a waterway maintenance team in the budget for fiscal year 01/02 but it fell through following the budget constraints of 9/11. The barge that the City owns is now being repaired. Commissioner Steinberg suggested that funding for waterway/canal clean-ups be included in the City's legislative priorities and to include waterways that are not part of the intercoastal system but that are clearly in need of funds for debris removal.

The committee unanimously passed a motion to direct the Administration to come up with means within the upcoming budget to accomplish staffing for the clean up of garbage in the bottom of Biscayne Point, Tatum Waterway, and Collins Avenue canals and also include these in next year's legislative priorities.

5. **Referral to the Neighborhoods Committee – Relocation of water meters from rear easement to Right-of-Way.**

Item deferred to the next Neighborhoods Committee meeting.

6. **Referral to Neighborhoods Committee for discussion – An Ordinance amending Chapter 6, “Alcoholic Beverages,” of the Code of the City of Miami Beach, Florida by Amending Sections 6-40 and 6-41 “Total Nudity and Sexual Conduct Prohibited”.**

Gary Held, First Assistant City Attorney, began by stating that there is an existing ordinance that regulates the sale of alcohol as it pertains to adult entertainment establishments that allow partial nudity. Mr. Held said he would bring to the Commission a further modified version of the ordinance because after additional conversations with Mr. Perez, the attorney for Club Madonna, they realized that further changes need to be made to the ordinance. Some of the restrictions that regulate adult entertainment with alcohol don't permit certain activities that are now being done at the establishment. What is needed is liberalization of the regulations especially where it pertains to the relationship between customers and performers.

Jorge Gomez, Director, Planning Department, provided an explanation of the City ordinance, as well as the State Statute and the boundaries on the City's map regarding the distances between adult entertainment establishments. Provisions on distance separation between adult entertainment establishments have to be 300 ft from a residential district, church, school, or park, and 1000 ft from another adult entertainment establishment. State Statute states that adult entertainment facilities have to maintain 2500 ft from a public or private school and local municipalities can approve the location through a process similar to an amendment to the map on a case-by-case basis. Hotels with 300 units or more are exempt from distance requirements. If a new establishment wanted to open, they'd have to go through a public hearing process in front of the Planning Board and two public hearings in front of the City Commission to approve the location and also a public hearing in front of the School Board if within 2500 ft.

Commissioner Bower suggested increasing the distance of the establishment from a school to 500 ft. Commissioner Garcia suggested that because of the distance restrictions on the Beach, we should designate a specific area for an entertainment district. Mr. Gomez stated that the State Statute requires all new adult entertainment facilities to have the approval of the City Commission. Commissioners agreed that there is no need to limit the hotels to partial nudity.

The Commission had previously agreed that these kinds of establishments needed to have some type of conditional use review. An alcoholic beverage establishment containing partial or total nudity should have no less than 250 seats which automatically trigger a conditional use review. Club Madonna would have to go for a conditional use review and approval in order to add a liquor license to the establishment.

The original ordinance stated that these types of establishments needed to be 8000 ft. It was proposed to be amended to 5000 ft to accommodate other establishments with

the sale of alcoholic beverages.

Pablo Perez, attorney for Club Madonna, stated that they changed the language in the ordinance to allow a partial kitchen and bring in catering from another site to provide the same service without having to extend the size to a full service kitchen. Commissioner Steinberg pointed out that the City requires any establishment/night club whose customers' age restriction is 18 as opposed to 21 to have full service kitchen and provide a full menu during operating hours. Commissioner Garcia noted that now under the new smoking ordinance, if more than ten percent of a business' revenue come from food, there cannot be any indoor smoking. It was agreed that this issue should be removed from the ordinance altogether.

The owner of Club Madonna also requested that the hours of operation be changed from 8:00 p.m. to 4:00 a.m. to 10:00 a.m. to 5:00 a.m. Commissioner Bower was concerned that these hours during school days in areas close to a school were going to raise an issue. It was agreed that the adult entertainment establishments can be open from 4:00 p.m. to 5:00 a.m. weekday and 10:00 a.m. to 5:00 a.m. weekends.

The current ordinance for prohibited activities states that it is not permitted to simulate sexual activity. Now it will be amended to allow lap dancing. The provision that stated that there should be a separation of three feet between the patron and performers has been eliminated. Also it was requested that the paragraph in regard to prohibiting conversations between patrons and performers be deleted because it was difficult to regulate conversations.

Gary Held recommended to the Committee that there be no severability clause in this ordinance. The Committee did not agree.

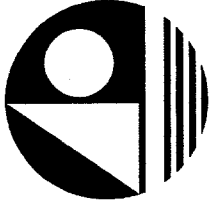
Dr. Morris Sunshine, resident, contested the ordinance. He felt that the Commission was making exceptions for a business that is not bringing the City of Miami Beach any benefits. It was his opinion that passing this piece of legislation would create the opportunity for prostitution and other illegal activities, as well as disruptive behavioral situations where police and other enforcement authorities would have to become involved.

Mr. Milton Montalvo, resident, felt that all the regulations were unnecessary and agrees with the ordinance.

The Committee unanimously passed a motion to approve the ordinance as amended.

Attachment


JMG/RCM/VP



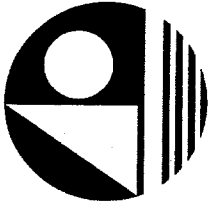
**CITY OF MIAMI BEACH
NEIGHBORHOODS COMMITTEE**

June 30, 2003

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION	PHONE NO.	FAX /EMAIL
Steven K. Cumbo	CMB	Ex 6168	Ex 7772
Harold Campbell	CMB	x 10087	Ex 7772
Mike Alvarez	CMB "Parks"	x 6629	x 7028
Dan Riden	watchdog report		
Bob Middaugh	CMB		
Jorge Gomez	"		
Al Childress	"		
MILT MONTAUD	RESIDENT	(305) 672-0714	SAME AS ABOVE NEW POLYSTY, ME
Nim Gleason	hRC - Garrison	786-326-8899	
Walter Montano	South Beach Parks	954-537-3081	ajmusa@yahoo.com



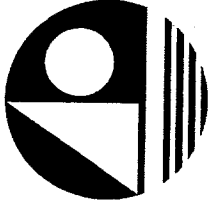
**CITY OF MIAMI BEACH
NEIGHBORHOODS COMMITTEE**

June 30, 2003

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION	PHONE NO.	FAX /EMAIL
Morris Sunshin	—	305.672.9090	
Lynn Bernstein			
MULT MONTAUD	THE BEST A REAL LIVE RESIDENT	(305) 672-0714	SAME AS PHONE NEUROLOGISTS.MET
David Kahan	85 Nanda Blvd. Ave		
Marty Evans	CBA group	(305) 604-8923	chab9@bellsouth.net
Ernest Cruz	CHBC	(305) 673-7702	S.ROD @ MIAMI BEACH.COM
Richard Steinberg	CMB	(305) 673-7705	Rich-d@MiamiBeachFL.Gov
Matthew J. Brewer			
Russ Garcia	CMB	305-673-7705	



**CITY OF MIAMI BEACH
NEIGHBORHOODS COMMITTEE**

June 30, 2003

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION	PHONE NO.	FAX /EMAIL
<i>John Perez</i>	<i>Atty</i>	<i>325-644-8008</i>	<i>325-644-8275</i>
<i>Gray Griffith</i>	<i>Mayor</i>	<i>325 5342000</i>	
<i>AC WEINSTEIN</i>	<i>Supervisor</i>		

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Amendment To The Current Agreement Between The City Of Miami Beach And The Corradino Group (Formerly Known As Carr Smith Corradino) To Provide For An Extension Of Time On The Scott Rakow Youth Center; And To Provide For An Extension Of Time And Additional Services In An Amount Not To Exceed \$100,000, For The Normandy Isle Park And Pool Project; And Appropriating \$100,000 From 1999 General Obligation Bond Interest For Such Purpose.

Issue:

Shall the City award Additional Services to the Corradino Group to complete Construction Administration services on the Normandy Isle Park and Pool Project, and extend the term of the agreement for both the Normandy Isle Park and Pool and Scott Rakow Youth Center projects?

Item Summary/Recommendation:

On April 10, 2002, the City Commission amended the agreement with The Corradino Group for an extension of time on the Normandy Isle Park and Pool through March 31, 2003, and additional fees in the amount of \$21,708 were awarded for that project, as well as an extension of time for the Scott Rakow Youth Center project through May 31, 2002, and additional fees in the amount of \$59,708 for that project. The construction of the Normandy Isle Park and Pool project is not yet complete due to delays related to testing the viability of an alternate pool deck construction proposed by the Contractor during value engineering sessions to bring the project within budget and that an FPL transformer had to be relocated prior to construction starting. It is now estimated that the project will be substantially complete by December 31, 2003. The construction of the Scott Rakow Youth Center is also not yet complete. Phase I is anticipated to be complete by July 31, 2003, and Phase II by December 31, 2003.

In order to finish the projects, the A/E firm of record, The Corradino Group, must be retained to provide direction with regard to the construction drawings, as well as ensure that the projects are being built according to the construction drawings. The Corradino Group is now working without a valid agreement, and subsequently without compensation, and has requested additional services and an extension of time to continue on the Normandy Isle Park and Pool project, and an extension of time for the Scott Rakow Youth Center with no additional fees at this time.

The Corradino Group has agreed to waive its fee for two (2) months of the time they have been without an agreement (April and May 2003) on the Normandy Isle Park and Pool project. The fee from June 1, 2003 through December 31, 2003 would be \$7,700.00 per month for a total of \$53,900 to be based on a time and materials basis. The Administration recommends undertaking an agreement with Corradino for additional services not to exceed a total of \$100,000. Corradino would provide services through December 31, 2003 for an initial amount of \$53,900. If the project extends past December 31, 2003, the additional funding would be billed on a time and materials basis not to exceed \$5,000 per month. To assure that the City only pays for the services received, access to the funds remaining after December 31, 2003 would only be permitted if written approval was provided by the City prior to the first day of the upcoming month.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount		Account	Approved
	1	\$100,000		
	2			
	Total	\$100,000		

Finance Dept.

City Clerk's Office Legislative Tracking:

Kristin L. McKew, Capital Project Administrator

Sign-Offs:

Department Director	Assistant City Manager	City Manager

F:\AGENDA\2003\jul3003\consent\Corradino Addl Services cover.doc

AGENDA ITEM **C7A**
DATE **7-30-03**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE CORRADINO GROUP (FORMERLY KNOWN AS CARR SMITH CORRADINO) TO PROVIDE FOR AN EXTENSION OF TIME ON THE SCOTT RAKOW YOUTH CENTER; AND TO PROVIDE FOR AN EXTENSION OF TIME AND FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000, FOR THE NORMANDY ISLE PARK AND POOL PROJECT; AND APPROPRIATING \$100,000 FROM 1999 GENERAL OBLIGATION BOND INTEREST FOR SUCH PURPOSE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding is available from the 1999 General Obligation Bond Interest.

ANALYSIS

On July 16, 1997, the Mayor and City Commission approved a Resolution authorizing the City to enter into an agreement with The Corradino Group (formerly known as Carr Smith Corradino) for professional services related to the Parks Master Plan Bond Program Sites Scott Rakow Youth Center, Flamingo Park and Normandy Park in the amount of \$536,068 from the Parks Bond. This agreement has been amended several times, an outline of which is included in Attachment # 1.

The term of the City's original agreement with The Corradino Group was for thirty (30) months, which included the construction period for all of the projects. The projects were originally anticipated to be completed in 1999, and only the Flamingo Pool project has reached substantial completion. A construction contract was awarded to Regosa Engineering for the construction of the Normandy Isle Park and Pool project, with an estimated construction completion date of Spring 2003.

On April 10, 2002, the City Commission amended the agreement with The Corradino Group for an extension of time on the Normandy Isle Park and Pool through March 31, 2003, and additional fees in the amount of \$21,708 were awarded for that time for the purposes of covering additional costs of administering the project during the extended design process. The construction of the Normandy Isle Park and Pool project is not yet complete due to delays related to the necessary evaluation of an alternate pool deck system proposed by the Contractor to bring the project into budget and that an FPL transformer had to be relocated prior to construction starting. It is now estimated that the project will be substantially complete by December 31, 2003.

Also included in the amendment approved on April 10, 2002 was an extension of time for the Scott Rakow Youth Center project through May 31, 2002, and additional fees in the amount of \$59,708 were awarded for that time for the purposes of covering additional costs of administering the project during the extended design process. The construction of the Scott Rakow Youth Center project is not yet complete. Anticipated completion for Phase I of the project is July 31, 2003, and for Phase II is December 31, 2003.

In order to finish the projects, the A/E firm of record, The Corradino Group, must be retained to provide direction with regard to the construction drawings, as well as ensure that the projects are being built according to the construction drawings, essentially to perform traditional construction administration services. The Corradino Group is now working with an agreement for which the term has expired and the fee exhausted, and has requested additional services to continue on these projects (Attachment # 2). Section 2.12 of the contract states that The Corradino Group is entitled to Additional Services if the duration of the construction projects extend beyond 60 days past the stated term. This clause can only be exercised if the reason for the extended construction time is outside the control of The Corradino Group, which is the situation as it relates to Normandy Isle Park and Pool.

Normandy Isle Park and Pool

On the Normandy Isle Park and Pool project, The Corradino Group has requested additional services on a monthly basis as follows (not to exceed amounts):

<u>Expenditure</u>	<u># of Hours (per Month)</u>	<u>Fee (per hour)</u>	<u>Total</u>
Project Manager	50	\$122.00	\$6,100.00
Principle	10	\$145.00	\$1,450.00
Reimbursable Expenses	-	\$150.00	<u>\$150.00</u>
TOTAL			\$7,700.00

The Corradino Group has agreed to waive its fee for two (2) months of the time they have been without an agreement (April and May 2003). The fee from June 1, 2003 through December 31, 2003 would be \$7,700.00 per month for a total of \$53,900 to be based on a time and materials basis.

The Administration recommends authorizing additional services to Corradino for Construction Administration in an amount not to exceed a total of \$100,000. This would cover the \$53,900 being requested and would also provide for a contingency in the event time is extended and would cover the Construction Administration costs of the Park portion of the project, which is not presently part of the construction contract. If the project extends past December 31, 2003, the additional funding would be billed on a time and materials basis not to exceed \$5,000 per month.

To assure that the City only pays for the services received, access to the funds remaining after December 31, 2003 would only be permitted if written approval was provided by the City prior to the first day of the upcoming month. In addition, Corradino would not be permitted to work more than the prescribed hours per month (\$5,000) without written consent of the City. This same process would be followed for the Construction Administration related to the Park portion of the project. The original agreement fee was set as a percentage of construction value for services over a specified term. The additional services, under the agreement, are provided on an hourly basis for hours worked. The fee proposed for The Corradino Group is a fair proposal and represents current market rates for this type of work.

Scott Rakow Youth Center

On the Scott Rakow Youth Center project, The Corradino Group had requested additional services in the amount of \$55,000 for the time period from June 1, 2002 until April 30, 2003. During negotiations with the City, it was agreed that the project had not been active for the entirety of the time period in question. Similarly, the City believed that The Corradino Group made errors on the job, most specifically related to Change Order Requests 65 (HVAC roof supports and catwalks) and 35 (Electrical Conduits at Ticket Booths). While The Corradino Group respectfully disagreed with the City's opinion, they did propose to waive their request for additional services through July 31, 2003. However, in an effort to clean-up the language of the contract, an extension of time through July 31, 2003 is recommended with no additional fees.

It is unclear at this time to what extent their services will be needed on Phase II of the project. If their services are needed after the July 31st date, the Administration will intend to authorize additional services through a letter agreement with The Corradino Group, which will provide for an extension of time beginning on August 1, 2003, and additional fees related to that extension of time. The fees for this extension are projected to be less than \$20,000, and are currently available within the funding for Phase II of the project. As with the Normandy Isle Park and Pool project, the additional fees would be billed on a time and materials basis not to exceed \$5,000 per month. To assure that the City only pays for the services received, access to the funds remaining after July 31, 2003 would only be permitted if written approval was provided by the City prior to the first day of the upcoming month. In addition, Corradino would not be permitted to work more than the prescribed hours per month (\$5,000) without written consent of the City.

CONCLUSION:

The Administration recommends approving Additional Services and related fees in an amount not to exceed \$100,000 to retain The Corradino Group as Architect/Engineer for the Parks Master Plan Bond Program Sites Scott Rakow Youth Center, Flamingo Park and Normandy Park through December 31, 2003 for the Normandy Isle Park and Pool project and to provide an extension of time on the Scott Rakow Youth Center project through July 31, 2003.

T:\AGENDA\2003\jul3003\consent\Corradino Addl Services memo.doc

**Attachment # 1 – Timeline Related to Parks Master Plan Bond
Program Sites of Flamingo Pool, Scott Rakow Youth Center and
Normandy Isle Park and Pool**

November 8, 1994	The citizens of the City of Miami Beach approved the issuance of \$15 million in general obligation bonds for park improvements (Parks Bond). Bermello, Ajamil and Partners, Inc. (B&A) prepared a Master Plan that addressed the needs of twenty (20) parks of various sizes, and improvements for the Boardwalk and bikeways.
June 19, 1996	The Mayor and City Commission adopted the Master Plan prepared by B&A.
July 16, 1997	The Mayor and City Commission approved a Resolution authorizing the City to enter into an agreement with The Corradino Group (formerly known as Carr Smith Corradino) for professional services related to the Parks Master Plan Bond Program Sites Scott Rakow Youth Center, Flamingo Park and Normandy Park in the amount of \$536,068 from the Parks Bond.
May 20, 1998	The Mayor and City Commission approved the schematic plans for the base bids, base bid budgets for each project, and authorized the Administration to move forward with the designs and bid specifications for the projects.
July 15, 1998	The Mayor and City Commission appropriated additional funding for the Parks Master Plan Bond Program in the amount of \$13,980,915 (comprised of \$13,835,915 from the Parks Bond and \$145,000 from the Riviera Apartments Lien Settlement). This action also amended the professional services agreement with The Corradino Group, increasing the agreement amount by \$237,955.
July 7, 1999	The Mayor and City Commission amended the agreement with The Corradino Group in the amount of \$74,977 for the provision of additional services not included in the original scope of work, including several schematic designs for the approval of the Scott Rakow Youth Center Ice Rink (at least 17 different schemes

and cost estimates and a scale model for presentations), plan revisions and redesigns requested by the Design Review Board (DRB) to gain board approval for Flamingo Park, Normandy Isle Park and the Scott Rakow Youth Center, and additional costs for surveying.

November 2, 1999

The citizens of the City of Miami Beach approved the issuance of approximately \$92 million in General Obligation (GO) Bonds. Of the \$24.8 million GO Bond funds that were allocated for Parks and Beaches projects, approximately \$2.8 million were for the construction of the Scott Rakow Youth Center, Flamingo Park and Normandy Park projects included under The Corradino Group's professional services agreement.

November 17, 1999

The Mayor and City Commission referred the \$92 million GO Bond Issue to a joint meeting of the Finance and Citywide Projects Committee and the Neighborhood's Committee. Among other things, the Committees were to review and recommend action on amending the existing professional services agreements for the architecture and engineering of parks under the Parks Master Plan, given the infusion of additional funds into the project budgets.

December 15, 1999

The City Commission accepted the report from the Joint Meeting of the Finance and Citywide Projects Committee and Neighborhood's Committee. The report included a recommendation to renegotiate the existing professional services agreements for the architecture and engineering of parks under the Parks Master Plan to fees based on a lower percentage of estimated construction costs.

January 12, 2000

The Mayor and City Commission amended the City's agreement with The Corradino Group and appropriated \$153,937 (comprised of \$131,937 for additional architectural and engineering services, \$7,000 for additional surveying and testing, and \$15,000 for other reimbursable expenses). This represented a lower fee related to the projects under their agreement with the City. The Corradino Group's original fees had been based on 10% of estimated construction costs. The Administration (with The Corradino Group's agreement)

recommended to the Mayor and City Commission a new fee structure based on 9.0% of estimated construction costs. Based on estimated construction costs of \$10,138,224 for the 3 projects, The Corradino Group's fee at a rate of 10% would have been \$1,013,822. At a rate of 9.0%, the fees were reduced to \$912,440.

April 10, 2002

The City Commission amended the agreement with The Corradino Group for an extension of time on the Normandy Isle Park and Pool through March 31, 2003, and additional fees in the amount of \$21,708. An extension of time for the Scott Rakow Youth Center project through May 31, 2002, and additional fees in the amount of \$59,708 were also awarded at that time. The scope of the agreement was also revised by removing the Flamingo Park project and related fees in the amount of \$100,147 from the agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE CORRADINO GROUP (FORMERLY KNOWN AS CARR SMITH CORRADINO) TO PROVIDE FOR AN EXTENSION OF TIME ON THE SCOTT RAKOW YOUTH CENTER; AND TO PROVIDE FOR AN EXTENSION OF TIME AND FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000, FOR THE NORMANDY ISLE PARK AND POOL PROJECT; AND APPROPRIATING \$100,000 FROM 1999 GENERAL OBLIGATION BOND INTEREST FOR SUCH PURPOSE.

WHEREAS, on November 8, 1994, the citizens of the City of Miami Beach approved the issuance of \$15 million in general obligations bonds for park improvements (Parks Bond); and

WHEREAS, Bermello, Ajamil and Partners, Inc. (B&A) prepared a Master Plan that addressed the needs of twenty (20) City parks of various sizes, and improvements for the boardwalk and bikeways, that was adopted by the Mayor and City Commission on June 19, 1996; and

WHEREAS, On July 16, 1997, the Mayor and City Commission approved a Resolution authorizing the City to enter into an agreement ("Agreement") with The Corradino Group (formerly known as Carr Smith Corradino) ("Consultant") for professional services related to the Parks Master Plan Bond Program Sites Scott Rakow Youth Center, Flamingo Park and Normandy Park in the amount of \$536,068; and

WHEREAS, the Mayor and City Commission approved the schematic plans for the base bids, base bid budgets for each project, and authorized the Administration to move forward with the designs and bid specifications for the projects on May 20, 1998; and

WHEREAS, on July 15, 1998, the Mayor and City Commission appropriated additional funding for the Parks Master Plan Bond Program, in the amount of \$13,980,915 (comprised of \$13,835,915 from the Parks Bond, and \$145,000 from the Riviera Apartments Lien Settlement), and subsequently amended the Agreement with the Consultant, increasing the Agreement amount by \$237,955; and

WHEREAS, on July 7, 1999, the Mayor and City Commission amended the Agreement with the Consultant, in the amount of \$74,977, for the provision of additional services not included in the original scope of work, including several schematic designs for

the approval of the Scott Rakow Youth Center Ice Rink (at least 17 different schemes and cost estimates and a scale model for presentations); plan revisions and redesigns requested by the Design Review Board (DRB) to gain board approval for Flamingo Park, Normandy Isle Park and the Scott Rakow Youth Center; and additional costs for surveying; and

WHEREAS, on November 2, 1999, the citizens of the City of Miami Beach approved the issuance of approximately \$92 million in General Obligation (GO) Bonds, of which approximately \$2.8 million were for the construction of the Scott Rakow Youth Center, Flamingo Park and Normandy Park projects included under the Agreement; and

WHEREAS, on November 17, 1999, the Mayor and City Commission referred the \$92 million GO Bond Issue to a joint meeting of the Finance and Citywide Projects Committee and the Neighborhood's Committee, where, among other things, the Committees were to review and recommend action on amending the existing professional services agreements for the architecture and engineering of parks under the Parks Master Plan, given the infusion of additional funds into the project budgets; and

WHEREAS, on December 15, 1999, the City Commission accepted the report from the Joint Meeting of the Finance and Citywide Projects Committee and Neighborhood's Committee, which included a recommendation to renegotiate the existing professional services agreements for the architecture and engineering of parks under the Parks Master Plan to fees based on a lower percentage of estimated construction costs; and

WHEREAS, the Administration negotiated with the Consultant to reduce their fees related to the projects under the Agreement from 10% of estimated construction costs, to 9% of estimated construction costs; and

WHEREAS, at the January 12, 2000 meeting, the Mayor and City Commission amended the Agreement and appropriated \$153,937 (comprised of \$131,937 for additional architectural and engineering services, \$7,000 for additional surveying and testing, and \$15,000 for other reimbursable expenses); and

WHEREAS, the term of the City's original Agreement with the Consultant was for thirty (30) months, which included the construction period for all of the projects, and the projects were originally anticipated to be completed in 1999; and

WHEREAS, only the Flamingo Pool project has reached substantial completion; and

WHEREAS, on April 10, 2002, the City Commission amended the Agreement with the Consultant for an extension of time on the Normandy Isle Park and Pool through March 31, 2003, and additional fees in the amount of \$21,708 were awarded for that time for the purposes of covering additional costs of administering the project during the extended design process; and

WHEREAS, the construction of the Normandy Isle Park and Pool project is not yet

complete due to delays related to the necessary evaluation of an alternate pool deck system proposed by the Contractor to bring the project into budget and that an FPL transformer had to be relocated prior to construction starting; and

WHEREAS, it is now estimated that the project will be substantially complete by December 31, 2003; and

WHEREAS, the Consultant is now working with an agreement for which the term has expired and the fee exhausted, and has requested additional services to continue on these projects; and

WHEREAS, the Consultant has agreed to waive its fee for two (2) months of the time they have been without an agreement (April and May 2003); and

WHEREAS, the fee from June 1, 2003 through December 31, 2003 for the Normandy Isle Park and Pool project would be \$7,700.00 per month for a total of \$53,900 to be based on a time and materials basis; and

WHEREAS, the Administration recommends authorizing additional services to the Consultant for Construction Administration in an amount not to exceed a total of \$100,000; and

WHEREAS, this would cover the \$53,900 being requested and would also provide for a contingency in the event time is extended and would cover the Construction Administration costs of the Park portion of the project, which is not presently part of the construction contract; and

WHEREAS, if the project extends past December 31, 2003, the additional funding would be billed on a time and materials basis not to exceed \$5,000 per month; and

WHEREAS, to assure that the City only pays for the services received, access to the funds remaining after December 31, 2003 would only be permitted if written approval was provided by the City prior to the first day of the upcoming month, and would not exceed the \$5,000 per month without the written consent of the City; and

WHEREAS, also included in the amendment approved on April 10, 2002 was an extension of time for the Scott Rakow Youth Center project through May 31, 2002, and additional fees in the amount of \$59,708 were awarded for that time for the purposes of covering additional costs of administering the project during the extended design process; and

WHEREAS, the construction of the Scott Rakow Youth Center project is not yet complete; and

WHEREAS, the anticipated completion for Phase I of the project is July 31, 2003, and for Phase II is December 31, 2003; and

WHEREAS, on the Scott Rakow Youth Center project, the Consultant had requested additional services in the amount of \$55,000 for the time period from June 1, 2002 until April 30, 2003; and

WHEREAS, during negotiations with the City, it was agreed that the project had not been active for the entirety of the time period in question, and the City believed that the Consultant made errors on the job, most specifically related to Change Order Requests 65 (HVAC roof supports and catwalks) and 35 (Electrical Conduits at Ticket Booths); and

WHEREAS, while the Consultant respectfully disagreed with the City's opinion, they did propose to waive their request for additional services through July 31, 2003; and

WHEREAS, in an effort to clean-up the language of the contract, an extension of time through July 31, 2003 is recommended with no additional fees; and

WHEREAS, it is unclear at this time to what extent the Consultant's services will be needed on Phase II of the project; and

WHEREAS, if their services are needed after the July 31st date, the Administration intends to authorize additional services through a letter agreement with the Consultant, which will provide for an extension of time beginning on August 1, 2003, and additional fees related to that extension of time; and

WHEREAS, the fees for this extension are projected to be less than \$20,000, and are currently available within the funding for Phase II of the project, which would be billed on a time and materials basis not to exceed \$5,000 per month; and

WHEREAS, to assure that the City only pays for the services received, access to the funds remaining after December 31, 2003 would only be permitted if written approval was provided by the City prior to the first day of the upcoming month, and would not exceed the \$5,000 per month without the written consent of the City; and

WHEREAS, in order to finish the projects, the A/E firm of record (the Consultant) must be retained to provide direction with regard to the construction drawings, as well as ensure that the projects are being built according to the construction drawings, essentially to perform traditional construction administration services; and

WHEREAS, Section 2.12 of the Agreement states that the Consultant is entitled to Additional Services if the duration of the construction projects extend beyond 60 days past the stated term if the reason for the extended construction time is outside the control of the Consultant, which is the situation as it relates to Normandy Isle Park and Pool; and

WHEREAS, the Administration recommends approving Additional Services and related fees in an amount not to exceed \$100,000 to retain The Corradino Group as Architect/Engineer for the Parks Master Plan Bond Program Sites Scott Rakow Youth

Center, Flamingo Park and Normandy Park through December 31, 2003 for the Normandy Isle Park and Pool project and to provide an extension of time on the Scott Rakow Youth Center project through July 31, 2003.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute an amendment to the current agreement between the City of Miami Beach and The Corradino Group (formerly known as Carr Smith Corradino) to provide for an extension of time on the Scott Rakow Youth Center; and to provide for an extension of time and for additional services in an amount not to exceed \$100,000, for the Normandy Isle Park and Pool project; and appropriate \$100,000 from 1999 General Obligation Bond Interest for such purpose.

PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

M. H. Wall 7-25-03
City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving and Authorizing the City to Enter Into an Agreement With Morton Towers Apartment, LP, a Delaware Limited Partnership (Morton Towers), to Complete Required Public Streetscape and Stormwater Improvements on Both Sides of Bay Road Between 14th and 16th Streets With the City Contributing the \$900,000 Associated With Stormwater Improvements and Morton Towers Contributing \$600,000 Toward the Remaining Cost of the Improvements.

Issue:

Shall the City enter into an agreement with Morton Towers for improvements to streetscape and stormwater infrastructure on Bay Road between 14th and 16th Streets, with the City contributing \$900,000 toward the stormwater improvements, and the developer contributing \$600,000 for the rest of the improvements?

Item Summary/Recommendation:

In December 1997, the City and Morton Towers Apartment, LP, a Delaware Limited Partnership (Morton Towers), the developer of the Flamingo Resort Residences project at 1500 Bay Road, agreed on additional requirements to the City Development Order issued for the project in November 1997. One of these requirements was that Morton Towers would design and construct comprehensive streetscape improvements on both sides of Bay Road adjacent to the project which extends from 14th to 16th Streets. However, the agreement limited Morton Towers' financial obligation for completing the improvements to \$300,000. In 2001, when the City entered into an agreement with Glatting Jackson for the planning and design of the West Avenue/Bay Road Neighborhood ROW Improvement Project, it was contemplated that Bay Road improvements would be designed as part of the project and that the design would be provided to AIMCO for construction. The design of Bay Road improvements was prioritized but took until November 2002 to complete. The cost of the improvements needed is estimated at \$1,500,000. Morton Towers is required by DRB Order to implement improvements but is limited to paying \$300,000 in doing so. The City needs to ensure that the improvements built are comprehensive, and AIMCO needs to satisfy its DRB Order to obtain a Certificate of Occupancy. Morton Towers will construct comprehensive Bay Road improvements and be compensated up to \$900,000, the difference between the actual cost of the project and Morton Towers' contribution of \$600,000, which includes an additional \$300,000 that Morton Towers has agreed to contribute beyond their legally required \$300,000 contribution. Approximately 77% of the project cost is associated with drainage improvements. City funding for the project in the amount of \$900,000 is available from the Series 2000 Stormwater Bond allocation for the West Avenue Neighborhood. The proposed agreement is attached (Attachment A). The Administration recommends approval of the resolution.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:	Amount	Account	Approved
1	\$900,000	Series 2000 Stormwater Bond	
2			
3			
4			
Total	\$900,000		

Finance Dept.

City Clerk's Office Legislative Tracking:

Donald P. Shockey

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\jul3003\regular\bayrddev\agreement.doc

AGENDA ITEM C7B

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

A handwritten signature in cursive script, appearing to read 'Jorge'.

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MORTON TOWERS APARTMENT, LP, A DELAWARE LIMITED PARTNERSHIP (MORTON TOWERS), TO COMPLETE REQUIRED PUBLIC STREETScape AND STORMWATER IMPROVEMENTS ON BOTH SIDES OF BAY ROAD BETWEEN 14TH AND 16TH STREETS, WITH MORTON TOWERS CONTRIBUTING \$600,000 TOWARD THE COST OF THE IMPROVEMENTS AND THE CITY CONTRIBUTING UP TO \$900,000 ASSOCIATED WITH STORMWATER IMPROVEMENTS; AND FURTHER AUTHORIZING THE APPROPRIATION OF SAID AMOUNT FROM THE SERIES 2000 STORMWATER REVENUE BOND FUND.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funds for this project are available as follows:

Neighborhood	\$57.7 M - S/W Bond Series 2000	
West Avenue/Bay Road	\$900,000	

ANALYSIS:

In December 1997, the City and Morton Towers Apartment, LP, a Delaware Limited Partnership (Morton Towers), the developer of the Flamingo Resort Residences project at 1500 Bay Road, agreed on additional requirements to the City Development Order issued for the project in November 1997. One of these requirements was that Morton Towers would design and construct comprehensive public streetscape improvements on both sides of Bay Road adjacent to the project which extends from 14th to 16th Streets. However, the agreement limited Morton Towers' financial obligation for completing the improvements to

\$300,000. In addition, the improvements contemplated at the time of the agreement did not include drainage improvements. The City's Comprehensive Stormwater Management Plan identified the Bay Road corridor as a priority drainage basin. The CIP Office, as part of its Planned Progress initiative, identified the necessity to coordinate the required below-ground utility infrastructure improvements with Morton Towers' above-ground improvements within the right of way to avoid having to remove and replace them at a later date.

The complexity of the improvements and the need to provide for improved drainage required that the City design the improvements. In 2001, when the City entered into an agreement with Glatting Jackson for the planning and design of the West Avenue/Bay Road Neighborhood ROW Improvement Project, it was contemplated that Bay Road improvements would be designed as part of the project and that the design would be provided to Morton Towers for construction. The design of Bay Road improvements was prioritized but took until December 2002 to complete, in part because of several substantial changes required to obtain community consensus on the design.

When the plans were first being developed at the conceptual level, the cost of the project was estimated to be approximately \$450,000. Morton Towers had expressed willingness at that time to cover the additional cost of the project in order to expedite its construction. As construction drawings were developed and the scope of the required drainage improvements was further clarified, the estimated cost of the improvements increased to approximately \$750,000. At this point, it became clear that the City would need to find a mechanism to contribute funding to the project that would still be constructed by Morton Towers in accordance with the original agreement. An alternative to this approach was to delay the work for inclusion in the overall West Avenue Neighborhood ROW project. However, the construction of the neighborhood project is not scheduled to begin for several years and Morton Towers and the City have a need to have an operational and attractive street adjacent to this nearly completed high-density development.

Upon completion of the design, the consultant's cost estimate for the project was approximately \$1 million dollars, 77% of which was generated by the substantial drainage requirements. Once the plans were completed, Morton Towers began seeking estimates from construction contractors for constructing the improvements. Morton Towers sought bids from 20 qualified firms and received four actual bids. The lowest bid was still substantially higher than the consultant's estimated cost so the consultant was obligated to revise the design to bring the project cost within budget. Some of the revisions, while being acceptable technically and therefore contractually in terms of the consultant meeting its responsibility to design to the project budget, do not meet the City's desire for optimal improvements. The estimated cost of the project at this time, including a 10% construction contingency, is approximately \$1,500,000.

Morton Towers has agreed to increase their contribution to the project by 100% from the initially required \$300,000 to \$600,000. The City needs to create a mechanism for accomplishing the improvements so that Morton Towers can satisfy their Development Order, construct the required improvements, and obtain a Certificate of Occupancy. In order to accomplish this, the City needs to enter into an agreement whereby Morton

Towers will construct the Bay Road improvements and be compensated up to \$900,000, the difference between their \$600,000 contribution and the total project cost.

The City has negotiated a legal agreement (the Agreement - Attachment A) with Morton Towers which provides a mechanism for managing a construction project on the City Right-of-Way implemented by a private entity and partially funded by the City. The essential provisions of the Agreement are as follows: (1) the City will provide construction plans and construction administration services; (2) Morton Towers will serve as a Construction Manager at no cost; (3) Morton Towers will execute the construction contract contingent upon City approval; (4) City approval of contractor payments will be required; (5) payments to Morton Towers will be made on a reimbursement basis according to actual expenditures; (6) the City has retained a design professional to provide detailed design services including construction administration and therefore any problems arising from the detailed design will be the responsibility of the City to pursue via its contract with the design professional; (7) Morton Towers will directly manage the general contractor and will limit its liability for future claims to those arising from the construction quality and workmanship; and (8) a final Certificate of Occupancy for the Flamingo Resort Residences project will not be issued until the streetscape project has been completed.

The Administration recommends approval of the item.

JMG:RCM:TH:DPS

T:\AGENDA\2003\jul3003\regular\Bayrddevagreementmemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MORTON TOWERS APARTMENT, LP, A DELAWARE LIMITED PARTNERSHIP (MORTON TOWERS), TO COMPLETE REQUIRED PUBLIC STREETSCAPE AND STORMWATER IMPROVEMENTS ON BOTH SIDES OF BAY ROAD BETWEEN 14TH AND 16TH STREETS, WITH MORTON TOWERS CONTRIBUTING \$600,000 TOWARD THE COST OF THE IMPROVEMENTS AND THE CITY CONTRIBUTING UP TO \$900,000 ASSOCIATED WITH STORMWATER IMPROVEMENTS; AND FURTHER AUTHORIZING THE APPROPRIATION OF SAID AMOUNT FROM THE SERIES 2000 STORMWATER REVENUE BOND FUND.

WHEREAS, in December 1997, the City and the entity now known as Morton Towers Apartment, LP, a Delaware Limited Partnership (Morton Towers), the developer of the Flamingo Resort Residences Project at 1500 Bay Road, agreed on additional requirements to the City Development Order issued for the Project in November 1997, with one of these requirements being that Morton Towers would design and construct comprehensive public streetscape improvements on both sides of Bay Road, adjacent to the Project, which extends from 14th to 16th Streets; and

WHEREAS, this agreement limited Morton Towers' financial obligation for completing the required improvements to \$300,000 and stormwater improvements were not contemplated at the time; and

WHEREAS, the City's Comprehensive Stormwater Management Plan identified the Bay Road corridor as a priority drainage basin; and

WHEREAS, the CIP Office, as part of its Planned Progress initiative, identified the necessity to coordinate the required below-ground utility infrastructure improvements with Morton Towers' above-ground public improvements within the right of way, to avoid having to remove and replace them at a later date; and

WHEREAS, the complexity of the above ground improvements and the need to provide for improved drainage required that the City design the improvements; and

WHEREAS, when the City entered into an agreement with Glatting Jackson in 2001 for the planning and design of the West Avenue/Bay Road Neighborhood ROW Improvement Project, it was contemplated that Bay Road improvements would be designed as part of that project and that the design would be provided to Morton Towers for construction; and

WHEREAS, the design of Bay Road improvements was prioritized but took until December 2002 to complete, in part because of several substantial changes required to obtain community consensus on the design over the course of three community meetings; and

WHEREAS, when the plans were first being developed at the conceptual level, the cost of the Project was estimated to be approximately \$450,000 and Morton Towers had expressed willingness at that time to cover the additional cost of the Project in order to expedite its construction; and

WHEREAS, as construction drawings were developed and the scope of the required drainage improvements was further clarified, the estimated cost of the improvements increased to approximately \$750,000, at which time it became clear that the City would need to find a mechanism to contribute funding to the Project that would still be constructed by Morton Towers in accordance with the original agreement; and

WHEREAS, an alternative approach to this situation, the delay of all of the work for inclusion in the overall West Avenue Neighborhood ROW project, was rejected as the construction of the neighborhood project is not scheduled to begin for several years and Morton Towers and the City have a need to have an operational and attractive street adjacent to this nearly completed high-density development; and

WHEREAS, upon completion of the design, the consultant's cost estimate for the Project was approximately \$1 million dollars, 77% of which was generated by the substantial drainage requirements; and

WHEREAS, once the plans were completed, Morton Towers sought bids from 20 qualified firms and received four actual bids, the lowest of which was still substantially higher than the consultant's estimated cost so the consultant was obligated to revise the design to bring the Project cost within budget; and

WHEREAS, some of the consultant's cost reduction revisions, while being acceptable technically and therefore contractually in terms of the consultant meeting its responsibility to design to the Project budget, do not meet the City's desire for optimal improvements; and

WHEREAS, the estimated cost of the Project at this time, including a 10% construction contingency, is approximately \$1,500,000; and

WHEREAS, Morton Towers has agreed to increase its contribution to the Project by 100%, from the initially required \$300,000 to \$600,000; and

WHEREAS, the City has negotiated the attached Agreement whereby Morton Towers will construct the Bay Road improvements; and

WHEREAS, the essential provisions of the Agreement are as follows: (1) the City will provide construction plans and construction administration services; (2) Morton Towers will serve as a Construction Manager at no cost; (3) Morton Towers will execute the construction contract contingent upon City approval; (4) City approval of contractor payments will be required; (5) payments to Morton Towers will be made on a reimbursement basis according to actual expenditures; (6) the City has retained a design professional to provide detailed design services including construction administration and therefore any problems arising from such (such as errors and/or omissions) will be the responsibility of the City to pursue, via its contract with the design professional; (7) Morton Towers will directly manage the general contractor and will limit its liability for future claims to those arising from the construction quality and workmanship; and (8) a final Certificate of Occupancy for the Flamingo Resort Residences Project will not be issued until the streetscape Project has been completed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached Agreement with Morton Towers to complete required public streetscape and stormwater improvements on both sides of Bay Road between 14th and 16th Streets, with Morton Towers contributing \$600,000 toward the cost of the public improvements and the City contributing up to \$900,000, associated with stormwater improvements; and further authorizing the appropriation of said amount from the Series 2000 Stormwater Revenue bond fund.

PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

T:\AGENDA\2003\July 22\Agenda\City of Miami\7-25-03.doc

 7-25-03
City Attorney Date

AGREEMENT

Between

CITY OF MIAMI BEACH, FLORIDA

and

MORTON TOWERS APARTMENTS, L.P.

for

BAY ROAD IMPROVEMENTS
(14th to 16th Streets)

This is an Agreement (the "Agreement") between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

AND

MORTON TOWERS APARTMENTS, L.P., a Delaware limited partnership, its successors and assigns, hereinafter referred to as "DEVELOPER."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DEVELOPER agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in this Agreement the intent and meaning shall be interpreted as follows:

1.00 Change Order: A written document ordering a change in the Contract Sum or Contract Time or a material change in the Work.

1.01 City: The City (or Owner) shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, which is a party hereto and/or for which this Agreement is to be performed. In all respects hereunder, City's performance is pursuant to City's

BID NO: 22-02/03
DATE: 03/18/03

CITY OF MIAMI BEACH

1

position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Agreement.

1.02 City Commission: City Commission shall mean the governing and legislative body of the City.

1.03 City Manager: City Manager shall mean the Chief Administrative Officer of the City.

1.04 Construction Phase. The phase of services which constitutes DEVELOPER'S administration of the construction of the Project and all activities necessary for the completion of the Project.

1.05 Consultant: The registered architect, professional engineer, professional land surveyor, civil engineer, and/or registered landscape architect who is in contract with CITY to provide professional services for the design and construction of the Project, and who is further licensed by the State of Florida to provide said services. The primary consultant for this Project shall be the firm of Glatting Jackson Kercher Anglin Lopez Rinehart, Inc., a professional services firm duly certified, licensed and registered as a landscape architectural firm, located at 222 Clematis Street, Suite 200, West Palm Beach, Florida 33401. When the term "Consultant" is used in this Agreement it shall be deemed to include Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. as the primary consultant, as well as any subconsultants or subcontractors utilized by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. for the Project.

DEVELOPER and CITY herein agree and acknowledge that DEVELOPER shall utilize Consultant's Plans and Specifications, construction documents, and any and all other portion of the Contract Documents prepared by Consultant for the Project, for the construction of the Project. DEVELOPER further acknowledges and agrees that Consultant shall render certain design and engineering services pursuant to this Agreement, including but not limited to, additional design and engineering services, as required; Project construction site supervision and/or observations relative to the Work; and the rendering of approvals, opinions, and decisions, all as more specifically set forth in the Contract Documents. DEVELOPER herein further agrees and shall require that all of the provisions of this Paragraph be binding upon the Contractor, subcontractors and subconsultants; to the extent as same are binding upon DEVELOPER as a party pursuant to this Agreement. It shall further be DEVELOPER'S sole and absolute responsibility to assure such compliance by the Contractor, subcontractors, and subconsultants. Notwithstanding anything contained herein to the contrary, DEVELOPER and CITY acknowledge and agree that DEVELOPER's services are limited to the coordination and management of the Work for the Project as set forth herein and Developer is not, and shall not be, in any way responsible, or liable, for the design and/or engineering services provided by the Consultant, or any other individual

or entity contracted by the CITY to provide design and/or engineering services for the Project.

1.06 Agreement: This Agreement and all addenda, exhibits, and amendments thereto between the CITY and the DEVELOPER for this Project, all as defined herein. (Contract shall mean the same as Agreement.)

1.07 Contract Documents: The Agreement, as approved by the Mayor and City Commission and executed by the Mayor and City Clerk; any approved Change Orders; the performance and payment bonds; the Plans and Specifications and any and all other construction documents, as prepared by the Consultant; other construction documents such as CPM, Progress Schedule, and Schedule of Values; and any other documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of the Agreement execution notwithstanding any reference to a particular date.

1.08 Contractor (or General Contractor): _____, its successors and assigns, is the Contractor selected by DEVELOPER, approved by the CITY, and engaged by the DEVELOPER, as agent of the CITY, to perform the Work pursuant to the Agreement.

DEVELOPER and CITY agree and acknowledge that CITY is an intended third party beneficiary in any contract entered into between DEVELOPER and Contractor, including contracts entered into with any subcontractors and/or subconsultants. The DEVELOPER shall therefore submit its agreement with Contractor to the CITY, for its review and approval, prior to such contract being executed by and between DEVELOPER and Contractor. Additionally, DEVELOPER herein represents to CITY that its Agreement with Contractor shall incorporate the terms and conditions of this Agreement and the Contract Documents, and DEVELOPER shall assume sole and absolute responsibility for binding Contractor to same as if Contractor were a party to this Agreement.

1.09 Contract Administrator: The CITY'S Capital Improvement Projects Office Director, or his designee, shall be designated as the Contract Administrator for matters concerning the Agreement.

DEVELOPER acknowledges and agrees that Contract Administrator shall render certain services pursuant to this Agreement, including, but not limited to, those set forth in Section 5.02, Project site observations relative to the Work, and the rendering of approvals, opinions, and decisions, all as more specifically set forth in this Agreement and the other Contract Documents. DEVELOPER herein agrees that it shall require each of its Contractor, subcontractors and subconsultants to be bound to the terms of this Paragraph to the same extent as same are binding upon DEVELOPER as a party pursuant to this Agreement.

1.10 DEVELOPER: _____, its successors and assigns, is the DEVELOPER selected to coordinate and manage the Work pursuant to this Agreement, as agent of CITY, and is the person, firm or corporation liable for the acceptable performance of the Work. All references in the Contract Documents to third parties under contract or control of DEVELOPER, including but not limited to Contractor, subcontractors, and subconsultants, shall be deemed to be a reference to DEVELOPER. The DEVELOPER will be responsible for the provision, installation, and performance of all equipment, materials, and services offered within its scope of services. Developer will not be responsible for services and or other responsibilities, to be provided by Consultant, Contract Administrator, and Project Manager. All of the DEVELOPER's responsibilities undertaken pursuant to the Agreement are agreed and acknowledged to be undertaken as an agent of the CITY.

DEVELOPER and CITY agree and acknowledge that the Project includes a streetscape portion which DEVELOPER is required to complete pursuant to a development order issued by the CITY, and a public portion which includes, but is not limited to, certain stormwater, drainage, and sewer system improvements. As the satisfactory completion of the Project is a condition precedent to DEVELOPER'S obtaining a final Certificate of Occupancy for the adjacent condominium project known as the "Flamingo Resort Residences", and as the CITY also has a vital public interest in the timely completion of the streetscape portion and the sewer, drainage and stormwater system improvements, both for the use and benefit of the public, DEVELOPER herein agrees to 1) utilize the City Consultant's Plans and Specifications, Construction Documents, and any and all other portion of the Construction Documents prepared by Consultant for the Project throughout the duration of the Project, as same are set forth in Section 1.05 of the Agreement, and as may be otherwise required in the Contract Documents; and 2) bind the Contractor, subcontractors, and subconsultants to the terms and conditions of this Agreement and the Contract Documents, as if said individuals/entities were themselves parties to said Agreement and Contract Documents. Notwithstanding anything contained herein to the contrary, DEVELOPER and CITY acknowledge and agree that the DEVELOPER's services are limited to the coordination and management of the Work for the Project as set forth herein and DEVELOPER is not, and shall not be, in any way responsible or liable for the design and/or engineering services provided by the Consultant, or any other individual or entity contracted by the CITY to provide design and/or engineering services for the Project.

1.11 Field Order: A written order issued by the Contract Administrator which orders minor changes in the Project but which does not involve a change in the total cost or time for performance.

1.12 Final Completion: The date certified by Consultant that all conditions of the permits and regulatory agencies have been met, all construction, including corrective and punch list work, has been performed, pursuant to the Contract Documents, all administrative requirements of the Contract Documents have been completed, and CITY has received from DEVELOPER a release of all liens, consent of surety, release of claims by DEVELOPER, corrected as-built drawings, a final bill of materials, executed

final adjusted Change Order(s), final invoice, "before and after" color videotapes, copies of pertinent test results, correspondence and other necessary documentation, including all warranties, guarantees, operational manuals, spare parts, service contracts and tools.

1.13 Hazardous Materials: As used in this contract "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

(a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

(b) is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

(c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

(d) is any other material or substance giving rise to any liability, responsibility or duty upon the CITY with respect to any third person under any Hazardous Materials Law.

1.14 Hazardous Materials Laws: As used in this contract, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

1.15 Material(s): Material(s) incorporated in this Project or used or consumed in the performance of the Work.

1.16 Notice(s) to Proceed: A written document(s) issued by the Contract Administrator informing the DEVELOPER to officially begin the Project.

1.17 Plans and/or Specifications: The official graphic and descriptive representations of this Project which, are a part of the Contract Documents.

1.18 Project: The scope of Work for the Project consists of the construction of new underground stormwater collection / disposal facilities, irrigation, sidewalk, curb and gutter, pavement restoration / replacement, landscaping, pavement marking / signage and miscellaneous utility relocations to accommodate the proposed Work along Bay Road from 14th to 16th Streets from the right-of-way line along the west to a point 10-feet west of the easterly right-of-way, not excluding the necessary transitions between the

back edge of sidewalk and private property. **The DEVELOPER's responsibilities are limited to the coordination and management of the Work for the Project. Developer's responsibilities do not include the design and/or engineering of the Project, or any portion thereof.**

1.19 Project Manager: An authorized representative of CITY assigned to make necessary observations of materials furnished by DEVELOPER and of the Work performed by DEVELOPER, as more fully detailed in Section 5.04. The Project Manager shall not perform inspections, as are required by law, said inspections shall be conducted by the permitting authority. Hazen and Sawyer, P.C. a professional services firm duly certified, licensed and registered under Chapter 471, Fla Statutes as an engineer and located 975 Arthur Godfrey Road, Suite 211, Miami Beach, Florida 33139, is the Project Manager selected by the CITY, and DEVELOPER herein consents to Hazen and Sawyer as Project Manager.

DEVELOPER acknowledges and agrees that Project Manager shall render certain services pursuant to this Agreement, including but not limited to, those set forth in Section 5.04, Project site observations relative to the Work, and the rendering of recommendations, opinions, and decisions, all as more specifically set forth in this Agreement and the other Contract Documents. DEVELOPER herein agrees that it shall require f the Contractor, subcontractors and subconsultants to be bound to the terms of this Paragraph to the same extent as same are binding upon DEVELOPER as a party pursuant to this Agreement.

1.20 Shop Drawings: Drawings, diagrams and schedules (excluding, however, the CPM Schedule), and other data specially prepared by the DEVELOPER or its subcontractors, sub-subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.21 Subcontractor: The person, firm or corporation having a direct contract with DEVELOPER and/or Contractor, including one who furnishes material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes material not so worked.

1.22 Substantial Completion: Subject to the requirements of Article 42, the dates certified by the Consultant that all conditions of the permits and regulatory agencies have been met for the CITY'S intended use of each portion of the Project, and all construction has been performed therein in accordance with this Contract and the Contract Documents so CITY can fully, as opposed to partially, occupy or utilize each portion of the Project for its intended purpose. At a minimum, a Certificate of Substantial Completion is one of the requirements for Substantial Completion.

1.23 Surety: The surety company or individual which is bound by the performance bond and payment bonds with and for DEVELOPER who is primarily liable and which surety company or individual is responsible for DEVELOPER'S acceptable performance

of the Work under the Contract Documents and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.24 Utilities: The public or private systems on the Project site for rendering electrical power, light, heat, gas, water, communication, sewage systems, and the like.

1.25 Work: The completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 2

HISTORICAL BACKGROUND

2.01 At the November 4th, 1997 meeting of the City of Miami Beach Design Review Board (DRB), DEVELOPER (as applicant, AIMCO PROPERTIES) submitted an application (under DRB File No. 9191) for design review approval for the renovation of an existing fifteen (15) story apartment complex, inclusive of the construction of a new 429 unit, 40 story addition on the east, as well as new garden apartments and townhomes and a new parking structure; all on the property located at 1500 and 1536 Bay Road, on the property formerly known as the "Morton Towers" site, and now renamed as the "Flamingo Resort Residences" (the "Flamingo Project").

2.02 DEVELOPER'S application for DRB approval was granted pursuant to the Order, dated December 2nd, 1997, and attached as Exhibit "A" hereto. Said approval for the Flamingo Project was conditioned, among other items, upon DEVELOPER'S agreement to submit and facilitate a streetscape plan for the west side of Bay Road, from 14th Street to 16th Street. Said plan would include, but not be limited to, street resurfacing, new sidewalks, swales, curb, gutter and landscaping, in accordance with any future master plan for Bay Road. DEVELOPER was also advised to consider submitting and facilitating the same streetscape plan for the east side of Bay Road, from 14th Street to 16th Street.

2.03 On December 23rd, 1997, DEVELOPER'S counsel wrote a letter to the City Manager, proffering additional developmental conditions to the 12/2/97 DRB Order; said letter written as a proposed settlement between CITY and DEVELOPER, and involving the City Manager's withdrawal of a proposed appeal to the Flamingo Project DRB approval. Said letter is attached as Exhibit "B" hereto. As consideration for the City Manager's withdrawal of his appeal to the 12/2/97 Order granting DRB approval to the Flamingo Project, DEVELOPER agreed to pay for additional sidewalk, curb and gutter improvements, including handicap ramps; trees, landscaping and irrigation; street milling and resurfacing; and lighting and swale improvements to both sides of Bay Road, between 14th Street and 16th Street, up to an amount not exceed \$300,000.00.

2.04 On December 23rd, 1997, the City Manager contacted the City's Planning Director advising him that, in his capacity as City Manager, he had accepted DEVELOPER'S December 23rd, 1997 offer, and accordingly withdrew his December 19th, 1997 request

for a review by the City Commission, appealing the DRB approval of DEVELOPER'S Flamingo Project, and further requested that the 12/2/97 Order for said approval be modified to include the additional conditions proffered by DEVELOPER in its December 23rd, 1997 letter, including, in pertinent part, DEVELOPER'S \$300,000.00 contribution to the aforesaid streetscape improvements. A copy of this letter is attached as Exhibit "C" hereto.

2.05 On March 4th, 1999, the City's Planning Director wrote a letter to Developer's counsel, regarding the agreement between CITY and DEVELOPER as to DEVELOPER'S contribution to the streetscape improvements. A copy of said letter is attached as Exhibit "D" hereto. Subsequently, CITY and DEVELOPER have continued discussions regarding the proposed streetscape improvement project (imposed as a condition of DEVELOPER'S DRB approval). To that end, CITY and DEVELOPER have agreed to enter into this Contract, wherein DEVELOPER agrees to assume responsibility for the coordination and management of the Work, and contribute the amount of \$600,000.00 towards the total cost of the Work contemplated herein, and further subject to the terms and conditions contained in the Contract Documents.

ARTICLE 3

INTENTION OF AGREEMENT

It is the intent of the Contract Documents to describe a functionally complete Project to be constructed by the DEVELOPER in accordance with said Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the completion of design. Applicable laws or codes that may be changed after a permit is issued may result in additional compensation should additional work be required on behalf of the DEVELOPER. Notwithstanding anything contained herein to the contrary, DEVELOPER and CITY acknowledge and agree that the DEVELOPER's responsibilities are limited to the coordination and management of the Work for the Project as set forth herein and DEVELOPER is not, and shall not be, in any way responsible, or liable, for the design and/or engineering services provided by the Consultant or any other individual or entity contracted by the CITY to provide design and/or engineering services for the Project.

ARTICLE 4

CONTRACT DOCUMENTS

4.01 The Contract Documents shall be followed as to Work, material, and dimensions except when the Contract Administrator may authorize in his/her sole discretion, in writing, an exception.

4.02 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant with notice to Project Manager. DEVELOPER shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant with notice to Project Manager.

4.03 DEVELOPER shall maintain four (4) copies of the Contract Documents; two (2) of which shall be preserved and always kept accessible at the site to the Project Manager or his/her authorized representatives.

4.04 This Contract incorporates by reference the Contract Documents defined in Section 1.07. The documents for the Project shall have the following order of precedence, beginning with the most important:

1. Change Orders
2. This Agreement and all addenda, exhibits and amendments thereto
3. The Plans and Specifications (Approved and Permitted)
4. Other Contract Documents

ARTICLE 5

SCOPE OF WORK

5.01 Scope of Work for the Bay Road Improvements (14th to 16th Street) Project (the "Project")

The scope of Work for the Project consists of the construction of new underground stormwater collection / disposal facilities, irrigation, sidewalk, curb and gutter, pavement restoration / replacement, landscaping, pavement marking / signage and miscellaneous utility relocations to accommodate the proposed Work along Bay Road from 14th to 16th Streets from the right-of-way line along the west to a point 10-feet west of the easterly right-of-way, not excluding the necessary transitions between the back edge of sidewalk and private property. DEVELOPER is responsible for the coordination and management of the Work for the Project. DEVELOPER is not, and shall not be responsible for the design and/or engineering of the Project, or any portion thereof.

5.02 Contract Administrator will provide, at a minimum, the following services:

5.02.01 The Contract Administrator shall have the authority to reject Work that does not in its opinion, or in the opinion of the Consultant, conform to the Contract Documents.

5.02.02 Contract Administrator shall monitor the overall control and expediting of the construction of the Work to facilitate completion of the Work within the approved time frame and within the Contract Sum.

5.03 Consultant will provide, at a minimum, the following services:

5.03.01 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.

5.03.02 Consultant shall design the Project so as to comply with applicable codes and regulations.

5.03.03 Consultant shall prepare the Plans and Specifications, as well as review and approve (or take other appropriate action upon) submittals such as shop drawings, product data and samples.

5.03.04 Consultant shall prepare construction change directives, if necessary, and authorize minor changes in the Work as provided in the Contract Documents.

5.03.05 Consultant shall receive and review for compliance with the Contract Documents all written warranties and related documents required hereby to be assembled upon Substantial Completion and issue Certificates for Payment for Work performed in compliance with the requirements of the Contract Documents.

5.03.06 Consultant shall review shop drawing submittals prepared by the DEVELOPER and return to the Project Manager for routing.

5.03.07 Consultant shall review and / or respond to DEVELOPER inquiries regarding the intent of the Contract Documents with respect to written Requests for Information, Requests for Change Orders, and other communications between the DEVELOPER and the CITY requiring Consultant review.

5.03.08 Consultant shall prepare Contract Documents clarifications to address clarifications regarding the intent of the Contract Documents.

5.03.09 Consultant shall perform specialty site visits by various design disciplines upon request in the prosecution of the Work.

5.03.10 Consultant shall assist the Contract Administrator and Project Manager with the development of a punch list(s) or list(s) of items requiring corrective action.

5.03.11 Consultant shall attend weekly progress meetings with the DEVELOPER, Contract Administrator and Project Manager to review Work progress and resolve issues relating to the prosecution of the Work.

5.03.12 The Consultant shall have no authority to order or approve any deviation from the Contract Documents, whether or not such deviation affects the cost of the Work, or Substantial Completion. In the event any such deviation is sought, prior written approval from the Contract Administrator must be obtained.

5.04 Project Manager shall provide, at a minimum, the following services:

5.04.01 Act as the liaison between the Contract Administrator, DEVELOPER, and Consultant.

5.04.02 Conduct on-site observations of the Work in progress to assist in determining if the provisions of the Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY against defects and deficiencies in the Work. Full-time observation services are not contemplated.

5.04.03 Verify all pay requisition quantities in the field by measurement.

5.04.04 Receive, log and distribute DEVELOPER transmittals to the appropriate parties for review / action.

5.04.05 Assist the Contract Administrator and Consultant, with the review of requests for information and / or changes on cost / schedule.

5.04.06 Direct and supervise the sampling and testing of materials to be performed by independent testing laboratories under subcontract with the CITY.

5.04.07 Monitor that record drawing mark-ups are properly maintained by the DEVELOPER. Monthly applications for payments will not be approved unless the DEVELOPER is maintaining record drawings and evidence of record drawing maintenance can be provided.

5.04.08 Assist the Contract Administrator and Consultant, with the development of a punch list(s) or list(s) of items requiring corrective action.

5.04.09 Project Manager shall not have control over construction means, method, techniques, sequences and procedures employed by DEVELOPER in the performance of the Work, but shall be responsible for using its best efforts to review, and if unacceptable, disapprove such, and shall recommend a course of action to the CITY when the requirements of the Contract Documents are not being met.

5.03.10 The Project Manager will be assisted by Consultant in the areas of on-site review of Work in progress, review of pay applications submitted by the DEVELOPER, assisting in the interpretation of the intent of the Contract Documents for the proper execution of the Work, and such other assistance as the Project Manager may request.

ARTICLE 6

CONTRACT TIME

6.1 Time is of the essence for the DEVELOPER'S performance of the Work pursuant to the Contract Documents. The DEVELOPER agrees to complete the Work in accordance with the Progress Schedule and to achieve Substantial Completion of the Work, in accordance with the Contract Documents, and within the Contract time.

6.2 DEVELOPER shall be instructed to commence the Work by written instructions in the form of a Purchase Order issued by the CITY'S Procurement Director and Notices to Proceed issued by the Contract Administrator. Two (2) Notices to Proceed will be issued for this Contract. DEVELOPER shall commence scheduling activities, permit applications, and other preconstruction services within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice to Proceed. The first Notice to Proceed and Purchase Order will not be issued until DEVELOPER'S submission to CITY of all required documents and after execution of the Contract by both parties.

6.2.1. The receipt of all necessary permits by DEVELOPER and acceptance of the full Progress Schedule in accordance with technical specifications section, submittal schedule and schedule of values is a condition precedent to the issuance of the second Notice to Proceed to mobilize on the Project site and commence with physical construction work.

6.3 Time is of the essence throughout this Contract. The Work shall be substantially completed within _____ calendar days from the date specified in the second Notice to Proceed, and completed and ready for final payment in accordance with Article 10, within _____ calendar days from the date certified by Consultant as the date of Substantial Completion.

6.4 The CITY will not issue a Final Certificate of Occupancy (CO) or Certificate of Completion (CC) for the Flamingo Resort Residences Project until such time as the Project herein has been accepted pursuant to Article 10 of this Contract. Notwithstanding the preceding sentence, a CO or CC for the Flamingo Resort Residences Project will not be issued, even if the Project has been accepted, where there is an issue or matter not addressed in this Contract, or having nothing to do with the Project, which otherwise precludes the CITY, in its regulatory authority from issuance of a CO or CC.

6.5 The parties acknowledge that DEVELOPER may have proceeded with construction of the Project, or otherwise initiated construction of a portion of the Work, prior to execution of this Agreement by the parties hereto. DEVELOPER herein acknowledges that any such construction and initiation of Work is commenced at DEVELOPER'S sole and absolute risk, and CITY shall have no liability as to same, nor shall CITY be bound to accept such Work.

ARTICLE 7

DEVELOPER'S RESPONSIBILITY

7.01 The parties acknowledge and agree that the DEVELOPER will be responsible for the construction and construction management of the Project.

7.02 DEVELOPER shall be responsible for applying for and securing all permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Project by DEVELOPER pursuant to this Contract shall be secured and paid for by DEVELOPER. It is DEVELOPER'S responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed and for all persons working on the Project for whom a certificate of competency is required.

7.03 DEVELOPER shall be fully responsible for the actions of all its agents, servants, employees, Contractor, subcontractors, consultants, sub-subcontractors, materials persons, and any and all other persons working for it in conjunction with the construction of the Project.

7.04 DEVELOPER shall be fully responsible for all acts or omissions of its agents, servants, employees, Contractor, subcontractors, sub-subcontractors, consultants, and of all persons directly employed by Contractor, and sub-subcontractors, consultants, and of persons for whose acts any of them may be liable to the same extent DEVELOPER is responsible for the acts and omissions of persons directly employed by DEVELOPER. Nothing in this Contract shall create any contractual relationship between any consultant or subcontractor and CITY or any obligation on the part of CITY to pay or to see to the payment of any monies due to any consultant or subcontractor, unless CITY so directly contracts with said individuals and/or firms.

7.05 DEVELOPER agrees to bind specifically Contractor and every subcontractor, and subconsultant to the applicable terms and conditions of this Agreement for the benefit of CITY, including but not limited to Sections 1.05, 1.08, 1.09, and 1.10 of this Agreement.

7.06 DEVELOPER shall at all times enforce strict discipline and good order among the Contractor, employees, consultants, and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.

7.07 DEVELOPER shall keep itself fully informed of, and shall take into account and comply with, all applicable state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction

or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such law, ordinance, regulation, order or decree, DEVELOPER shall forthwith report the same to the Contract Administrator in writing. DEVELOPER shall cause all its agents, employees, subcontractors and consultants to observe and comply with all applicable laws, ordinances, regulations, orders and decrees.

7.08 In the event of a change after the effective date of this Agreement in any national, state, local or municipal laws, codes, ordinances and regulations which in any manner affects the Project, DEVELOPER shall advise the Consultant, in writing, and the Consultant, may initiate a Change Order, the purpose of which shall be to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.

7.09 DEVELOPER shall pay all applicable sales, consumer, use and other taxes required by law in effect at the execution of the Agreement. DEVELOPER is responsible for reviewing the pertinent State statutes involving State taxes and complying with all requirements.

7.10 DEVELOPER shall contract the services of a licensed general contractor (Contractor) to execute the Work.

7.11 DEVELOPER shall administer and manage the construction effort associated with the Work at no charge to the CITY.

7.12 DEVELOPER shall prepare a certified, monthly application for payment for review / approval by the Consultant and Project Manager.

7.13 Changes to the Work, either necessitated via a value engineering process or due to site conditions, are to be forwarded to the Consultant via the Project Manager for consideration. The Contract Administrator and Project Manager will seek the input of the Consultant as it relates to the design intent of the Work, and issue a response to the DEVELOPER.

7.14 DEVELOPER shall provide a location for, attend and participate in weekly construction progress meetings with the Contract Administrator, Consultant and Project Manager.

7.15 DEVELOPER hereby agrees to complete the Project described by the Contract Documents, including furnishing all job site inspection, administration of construction, and land surveying services, labor, materials, equipment and other services necessary to perform all of the Work described in the Contract Documents, as well as drawings and addenda thereto for the construction of the Project to be constructed in accordance with the requirements and provisions of the Contract Documents.

7.16 DEVELOPER agrees to meet with Project Manager or his designee at reasonable times and with reasonable notice.

7.17 Prior to the final completion of construction services under this Agreement, there shall be established a record set of plans and specifications, on Reproducible Vellum and on CD Rom, noncompressed, formatted in the latest version of AutoCAD, which shall bear the approval of DEVELOPER and Project Manager. Such approval shall be indicated by the written signature of both parties. In addition, prior to the commencement of construction services under this Agreement, DEVELOPER shall submit to the Project Manager a CPM Schedule for the planning and execution of the Construction Phase of the Project.

7.18 The DEVELOPER will provide overall technical and management services to assist the CITY in maintaining schedules, establishing budgets, controlling costs, achieving quality and minimizing operational disruptions.

7.19 If at any time the DEVELOPER observes or becomes aware of any fault or defect in the Work or of any nonconformance with the Contract Documents, DEVELOPER will notify the Consultant, and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance.

7.20 DEVELOPER shall also be responsible for quality assurance of the Work in accordance with the Contract Documents.

7.21 DEVELOPER shall coordinate all phases of the Work to facilitate completion of the Project in accordance with the established time period and estimate of construction cost.

7.22 Notwithstanding anything contained herein to the contrary, DEVELOPER and CITY acknowledge and agree that the DEVELOPER's services are limited to the coordination and management of the Work for the Project as set forth herein and the Developer is not and shall not be, in any way responsible, or liable, for the design and/or engineering services provided by the Consultant, or any other individual or entity contracted by the CITY to provide design and/or engineering services for the Project.

ARTICLE 8

THE CONTRACT SUM

8.1 The Contract Sum is the maximum amount, agreed to by CITY and DEVELOPER under this Contract, to complete the Work in accordance with the Contract Documents. The Contract Sum for the Project is established as follows:

Base Project Construction Cost	\$1,361,434.00
+	
Project Construction Contingency (which shall not be expended by DEVELOPER without the prior written approval of Contract Administrator)	136,143.00
<hr/>	
= Contract Sum	\$1,497,577.00

The Contract Sum shall not exceed the amount shown above, adjusted to take into account any approved Change Orders.

8.2 Notwithstanding, the Contract Sum established herein, DEVELOPER'S financial contribution to the Project shall be the amount of six hundred thousand and 00/100 (\$600,000) dollars, adjusted to take into account any approved Change Orders

8.3 CITY'S financial contribution to the Project shall be in the amount of \$897,577.00 dollars, adjusted to take into account any approved Change Orders.

ARTICLE 9

PROGRESS PAYMENTS

9.1 DEVELOPER may make Application for Payment for Work completed during the Project at intervals of not more than once a month. DEVELOPER'S application shall show a complete breakdown of the Project components, the percentages completed and the amount due in accordance with Article 9.4 below, together with such supporting evidence as may be required by Consultant. DEVELOPER shall submit with each Application for Payment, an updated Progress Schedule acceptable to Consultant, a Certification of Payments to Subcontractors, and releases of lien and consents of surety relative to the Work which was the subject of the prior Application. Each Application for Payment shall be submitted in triplicate to Project Manager for approval. CITY shall make payment to DEVELOPER within thirty (30) days after receipt by DEVELOPER'S approved Application for Payment, and submission of an acceptable updated Progress Schedule.

9.2 Ten percent (10%) of all monies reimbursed to DEVELOPER shall be retained by CITY until Final Completion and acceptance by CITY. After ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any

reduction in retainage shall be at the sole discretion of the Contract Administrator; shall be recommended by Consultant; and DEVELOPER shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of CITY.

9.3 CITY may also withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

9.3.1 Defective Work performed by the Contractor or subcontractor, or other individual or entity within DEVELOPER'S control, to the extent such Work is not remedied.

9.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against DEVELOPER or CITY because of DEVELOPER'S performance.

9.3.3 Failure of DEVELOPER to make payments properly to Contractor, subcontractors, or for material or labor.

9.3.4 Damage to another contractor not remedied to the extent such extended construction administration was due to the acts, errors or omissions of DEVELOPER or those for whom it is responsible.

9.3.5 Costs incurred by CITY for extended construction administration.

9.3.6 Failure of DEVELOPER to provide any and all documents required to be provided to CITY by the Contract Documents.

9.4 Fifteen (15) days prior to the first Application for Payment, the DEVELOPER shall prepare an initial schedule of values for approval by the Consultant allocating the entire Project Cost among the various portions of the Work (the "Schedule of Values"). The Schedule of Values shall list the cost of materials, the cost of labor, the cost of equipment and the cost of Contractor and subcontractor work separately for the portions of the Work delineated. Each monthly Application for Payment shall be for a sum equal to (i) that portion of the Project cost equal to the percentage of the Work completed.

The DEVELOPER'S reimbursement for completed portions of Work shall be segregated and detailed in a manner satisfactory to the Consultant, with sufficient supporting documentation and description of charges for the Consultant to evaluate the charges. The Application for Payment shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Application for Payment. The Schedule of Values shall be used as one basis for reviewing the Application for Payment when such amounts are approved.

9.5 If the Contract Administrator, in its good faith judgment, determines that the portion then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, and such insufficiency is due to the acts, errors or omissions of DEVELOPER or those for whom it is responsible, no additional payments will be due to the DEVELOPER hereunder unless and until the DEVELOPER, at its sole cost, performs a sufficient portion of the Work so that such portion of the Project cost

then remaining unpaid is determined by the Consultant to be sufficient to so complete the Work.

9.6 DEVELOPER shall remain liable for Contractor and subcontractors' work and for any unpaid laborers, material suppliers or subcontractors in the event it is later discovered that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due them on the Project.

9.7 The DEVELOPER shall use the sums advanced to it solely for the purpose of construction of the Work and the furnishing and equipping of the Project in accordance with the Contract Documents and payment of bills incurred in the construction of the Work. DEVELOPER shall coordinate and manage the Work for the Project at no charge to the CITY.

ARTICLE 10

ACCEPTANCE AND FINAL PAYMENT

10.1 Upon receipt of written notice from DEVELOPER that the Work is ready for final inspection and acceptance, Consultant shall, within ten (10) calendar days, make an inspection thereof. If Consultant and Contract Administrator find the Work acceptable; that the requisite documents have been submitted and the requirements of the Contract Documents have been fully performed; and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by Consultant, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance.

10.2 On or before issuance of the Final Certificate for Payment, DEVELOPER shall deliver to Consultant:

- (1) A final waiver and release, duly executed by the DEVELOPER.
- (2) An affidavit listing the name, address and telephone number of the Contractor and of all the subcontractors who have performed Work on the Project, with such subcontractors identified as to the trade involved for the Work, along with amounts paid to said Contractor and subcontractors in connection with the Project;
- (3) Final waivers and releases, duly executed by the Contractor and subcontractors or consent of surety;
- (4) One (1) original set and one (1) copy set of the As-Built Drawings;
- (5) Assignment of all manufacturer's warranties, guarantees, CITY'S manuals to the CITY, bound in a form acceptable to the CITY;
- (6) Unconditional consent of the DEVELOPER'S surety to final payment;

- (7) An affidavit that all liabilities in connection with the Work for which the CITY or its property may in any way be responsible have been paid or otherwise satisfied;
- (8) Other affidavits reasonably requested by the CITY;
- (9) Other evidence satisfactory to CITY, that there are no judgments, claims, or liens outstanding or unsatisfied for or in connection with the Work; and
- (10) The final bill of materials, and invoice.

10.3 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of DEVELOPER, and Consultant so certifies, CITY shall, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

10.4 Final payment shall be made only after the City Manager or his designee has reviewed a written evaluation of the performance of DEVELOPER prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by DEVELOPER, except those previously made in strict accordance with the provisions of the Contract Documents and identified by DEVELOPER as unsettled at the time of the application for final payment.

10.5 The DEVELOPER'S final application for payment and the Consultant's final certificate for payment shall constitute a representation to the CITY by the DEVELOPER and the Consultant, respectively, that all conditions precedent to DEVELOPER'S entitlement to final payment have been satisfied.

10.6 Should there be any such judgment, claim or lien after final payment is made for which the CITY may become liable, the DEVELOPER shall reimburse and indemnify the CITY for all monies that the CITY shall pay in satisfying, discharging, or defending against any such judgment, claim or lien, or any action brought or judgment recovered thereon, and all costs and expenses, including attorney's fees and disbursements, incurred in connection therewith including appellate proceedings.

10.7 The making of final payment shall not constitute a waiver of claims by the CITY for: (a) faulty or defective Work appearing after Consultant's final certificate for payment; (b) failure of the Work to be in strict accordance with the requirements of the Contract Documents discovered after completion of the Work; and (c) terms of all warranties required by the Contract Documents.

ARTICLE 11

RESOLUTION OF DISPUTES

11.01 To attempt to prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall first decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents, and Consultant's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding unless one of the parties proceeds in accordance with Section 11.02. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and DEVELOPER shall be submitted to Consultant in writing within twenty-one (21) calendar days of the discovery of the occurrence. Unless a different period of time is set forth herein, Consultant shall notify DEVELOPER in writing of the decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, DEVELOPER and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

11.02 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within twenty-one (21) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Documents Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after receipt of written determination as provided in this section, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to avoid litigation. The mediator shall be mutually agreed upon by the parties. The mediation shall be non-binding.

11.03 Pending final resolution of a claim, including mediation, unless otherwise agreed in writing, DEVELOPER shall proceed diligently with performance of the Contract Documents and the CITY shall continue to make payments in accordance with the Contract Documents.

11.04 Any mediator used shall be certified in accordance with Florida law. Mediation will be conducted in Miami-Dade County.

ARTICLE 12
[This Article left intentionally blank]

ARTICLE 13
[This Article left intentionally blank]

ARTICLE 14
[This Article left intentionally blank]

ARTICLE 15

SECURITY

DEVELOPER shall provide a Project security program to protect Work, stored products and construction equipment from theft and vandalism, and to protect premises from entry by unauthorized persons. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, DEVELOPER shall replace same without cost to CITY.

ARTICLE 16

INSPECTION OF PROJECT

16.01 The Contract Administrator or designee shall at all times have access to the Project, and DEVELOPER shall provide proper facilities for such access, and such access shall be in accordance with the visitor's rules.

16.01.01 Should the Contract Documents, instructions, any laws, ordinances, or any public authority require any work for the Project to be specially tested or approved, DEVELOPER shall give to the Contract Administrator timely notice of readiness of the Work for inspection. If the testing or approval is to be made by an authority other than CITY, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly, and, where practicable, at the source of supply. Within a reasonable time from execution of this Agreement, CITY shall provide a letter listing the areas of Work the CITY will inspect. If defined Work for the Project should be covered up without required inspection/approval, it must, if required by the Contract Administrator, be uncovered for examination and properly restored at DEVELOPER'S expense.

16.01.02 Reexamination and retesting of any Work for the Project may be ordered by the Contract Administrator; and if so ordered, such Work must be uncovered by DEVELOPER. If such Work is found to be in accordance with the Contract Documents, CITY shall pay the cost of reexamination, retesting and replacement. If such Work is not in accordance with the Contract Documents, DEVELOPER shall pay such cost.

16.02 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by DEVELOPER to any

Inspector other than its consultant, is forbidden, and any such act on the part of DEVELOPER will constitute a breach of this Agreement.

ARTICLE 17

SUPERINTENDENCE AND SUPERVISION

17.01 The orders of the CITY are to be given through the Contract Administrator, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Agreement. DEVELOPER shall keep on the Project during its progress a competent supervisor, and any necessary assistants.

17.02 DEVELOPER shall prepare, or cause the Contractor or other designated construction manager or construction manager representative to prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work, work performed, equipment utilized for the Work, any idle equipment and reasons for idleness, visitors to the Project site, labor utilized for the Work, and any materials delivered to the Project site. The daily bound log shall be available for inspection by the Contract Administrator or designee at all times during the Project.

17.03 If DEVELOPER, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including the Plans and Specifications, it shall be a DEVELOPER duty to immediately inform the Project Manager, in writing; and the Project Manager will promptly verify the same. Any Work done prior to or after such discovery will be done at DEVELOPER'S sole risk.

17.04 DEVELOPER shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. DEVELOPER shall be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. DEVELOPER shall give efficient supervision to the Work, using DEVELOPER'S best skill, attention, and judgment.

ARTICLE 18

CITY'S RIGHT TO TERMINATE AGREEMENT

18.01 If DEVELOPER fails to begin the construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the timely completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the work unsuitably, or to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement or if DEVELOPER shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or

insolvency, or shall make an assignment for the benefit of creditors, or shall not carry on the Project in accordance with the Contract Documents, CITY shall give notice in writing to DEVELOPER and its surety of such delay, neglect or default, specifying the same. If DEVELOPER, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written certificate from the Contract Administrator of the fact of such delay, neglect or default and DEVELOPER'S failure to comply with such notice, terminate the services of DEVELOPER, exclude DEVELOPER from site and take the prosecution of the Project out of the hands of DEVELOPER, as appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, DEVELOPER shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DEVELOPER. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DEVELOPER, then DEVELOPER shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DEVELOPER shall be liable and shall pay to CITY the amount of said excess.

18.02 If, after Notice of Termination of DEVELOPER'S right to proceed, it is determined for any reason that DEVELOPER was not in default, the rights and obligations of CITY and DEVELOPER shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 18.03 below.

18.03 The performance of the Work under this Agreement may be terminated in writing by CITY for convenience upon ten (10) business days from the date of DEVELOPER'S receipt of the written notice to DEVELOPER (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, DEVELOPER shall be paid for all Work and reimbursables executed, and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by DEVELOPER relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for services actually performed in full prior to termination date, but shall exclude all lost profits, indirect or special, or other damages.

18.04 Upon receipt of Notice of Termination pursuant to Sections 18.01 or 18.03 above, DEVELOPER shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver to CITY within seven (7) calendar days of termination all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process. Compensation shall be withheld until all documents are provided to CITY pursuant to this Article.

ARTICLE 19

DEVELOPER'S RIGHT TO STOP WORK OR TERMINATE AGREEMENT

19. DEVELOPER'S Right to Stop Work or Terminate Agreement:

Should Consultant fail to review and approve or state in writing reasons for nonapproval of any Application for Payment within twenty (20) days after it is presented, or if CITY fails either to pay DEVELOPER within thirty (30) days after presentation by Consultant of any sum certified by Consultant, or to notify DEVELOPER in writing of any objection to the Application for Payment, then DEVELOPER may, give written notice to CITY and Consultant of such delay, neglect or default, specifying the same. If CITY or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then DEVELOPER may stop Work or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained therein plus reasonable termination expenses.

ARTICLE 20

"OR EQUAL" CLAUSE

20.01 Whenever a material, article or piece of equipment is identified in the Contract Documents, including drawings (Plans) and Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard, and, unless it is followed by words indicating that "no substitution is permitted," any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Consultant and Contract Administrator:

20.01.01 At least equal in quality, durability, appearance, strength and design;

20.01.02 Performs at least equally the function imposed in the general design for the Project;

20.01.03 Conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Contract Documents; and

20.01.04 Carries the same guaranty or warranty of the specified equipment.

All substitution requests will be made via written request which shall be attached to a shop drawing and/or Change Order which shall be attached to a detailed description of the specified item and a detailed description of the proposed substitution. A comparison letter itemizing all deviations from specified items must be included for the Consultant and Contract Administrator to properly evaluate substitution. Failure to provide the deviation comparison sheet shall automatically deny the request.

Any changes, inclusive of design changes, made necessary to accommodate substituted equipment under this paragraph shall be at the expense of DEVELOPER or subcontractor responsible for the work item.

20.02 Contract Administrator's written consent will be required as to acceptability, and no substitute will be ordered, installed or utilized without Consultant and Contract Administrator's prior written acceptance which will be evidenced by either a Change Order or an accepted shop drawing. CITY may require DEVELOPER to furnish at DEVELOPER'S expense a special performance guarantee or other surety with respect to any substitute.

ARTICLE 21

PLANS AND SPECIFICATIONS

All plans, general and detail, are to be deemed a part of this Agreement, and the Plans and Specifications and Agreement are to be considered together, and are intended to be mutually complementary, so that any Work shown on the Plans, though not specified in the Specifications, and any Work specified in the specifications though not shown on the Plans, is to be executed by DEVELOPER as part of this Agreement. Figured dimensions are to prevail over scale. All things which in the opinion of the Contract Administrator may reasonably be inferred from the Agreement and Plans as developed by Consultant and mutually agreed upon and approved by DEVELOPER and CITY for the Project, are to be executed by DEVELOPER under the terms of the Agreement; and the Consultant shall determine whether the detailed Plans conform to the Contract Documents, except as may be otherwise determined by the Contract Administrator. In the event the Work requested under this section expands the scope of the Project, DEVELOPER may seek a Change Order pursuant to Article 38.

ARTICLE 22

DEVELOPER TO CHECK DRAWINGS AND DATA

DEVELOPER shall take measurements and verify all dimensions, conditions, quantities and details shown on the drawings, schedules, or other data. Failure to discover or correct errors, conflicts or discrepancies shall not relieve DEVELOPER of full responsibility for unsatisfactory Work or, faulty construction, or improper operation resulting therefrom. nor from rectifying such condition at DEVELOPER'S own expense. DEVELOPER will not be allowed to take advantage of any error or omissions. **DEVELOPER's obligations pursuant to this Article 22 shall not be construed as the providing of design and/or engineering services for the Project. DEVELOPER and CITY acknowledge and agree that the DEVELOPER is only coordinating and managing the Work for the Project as set forth herein and is not, and shall not be, in any way responsible, or liable, for the design and/or engineering services provided by the Consultant, or any other individual or entity contracted by the CITY to provide design and/or engineering services for the Project.**

ARTICLE 23

DIFFERING SITE CONDITIONS

In the event that during the course of the Work DEVELOPER encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, DEVELOPER, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CITY and Consultant in writing of the existence of the aforesaid conditions. Consultant and CITY shall, within two (2) business days after receipt of DEVELOPER'S written notice, investigate the site conditions identified by DEVELOPER. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase or decrease in DEVELOPER'S cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Consultant shall recommend an equitable adjustment to the Contract Sum, or the Contract Time, or both. If CITY and DEVELOPER cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 11. Should Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Agreement, Consultant shall so notify CITY and DEVELOPER in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto, subject to the provisions of Section 11.0.2.

No request by DEVELOPER for an equitable adjustment to the Agreement under this provision shall be allowed unless DEVELOPER has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Sum or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant as the date of substantial completion.

ARTICLE 24

WARRANTY

DEVELOPER warrants to CITY that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project will be of good quality, free from faults and defects and in conformance with the Contract Documents. The standard of quality shall be at least that employed by similarly qualified Contractor's that are duly qualified and licensed to perform similar projects. All Work for the Project not conforming to these requirements, including substitutions not properly

approved and authorized, may be considered defective. If materials or equipment is improperly stored and becomes altered as a result of such improper storage, DEVELOPER shall replace said materials with new materials at no additional cost. DEVELOPER shall be responsible for proper storage and safeguarding of all materials. If required by the Contract Administrator, DEVELOPER shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty requirements set forth in the Contract Documents as herein defined shall govern warranty terms and conditions for all warranty items expressed or implied. The DEVELOPER'S warranty period under this Article shall be one (1) year from the date of Substantial Completion of each portion of the Project. However, this section shall not abridge the times or impede the rights and remedies afforded the CITY against other entities or persons under the Agreement, or by law.

ARTICLE 25

SUPPLEMENTARY DRAWINGS

25.01 When, in the opinion of Consultant, it becomes necessary to explain more fully the work to be done, or to illustrate the Project further to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by the Consultant.

25.02 The supplementary drawings shall be binding upon DEVELOPER with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the estimated quantities of Work, appropriate adjustments shall be made pursuant to Change Order.

ARTICLE 26

DELIVERY AND STORAGE OF MATERIALS AND PARTIAL PAYMENT THEREFOR

26.01 The CITY shall not be responsible for any payment and/or reimbursement for stored materials, either on or off site.

ARTICLE 27

GENERAL WORKMANSHIP

27.01 Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions. DEVELOPER shall, if required, furnish satisfactory evidence as to kind and quality of the materials. Should materials arrive to the jobsite new and be improperly stored and deteriorate from new condition, the materials shall be replaced at no additional cost to CITY.

27.02 DEVELOPER shall apply, install, connect, and erect manufactured items or materials according to recommendations of manufacturer when such recommendations

are not in conflict with the Contract Documents. If there is conflict between manufacturer recommendations and the Contract Documents, Consultant shall be notified and participate in the corrective actions.

ARTICLE 28

DEFECTIVE WORK

28.01 Consultant and/or Contract Administrator shall have the authority to reject or disapprove Work for the Project which Contract Administrator finds to be defective. Defective Work is defined as Work not in accordance with the Contract Documents, in violation of code, installed in violation of the manufacturer's written instructions where the installation has caused new materials to be detrimentally affected where the life expectancy of the material installed is reduced, or otherwise installed in a non-worklike manner. If required by Consultant and/or Contract Administrator, DEVELOPER shall promptly either, as directed, correct all defective Work or remove it from the Project site and replace it with non-defective Work. DEVELOPER shall bear all costs of such removal or correction.

28.02 If, within one (1) year after Substantial Completion, any Work is found to be defective or not in accordance with the Contract Documents, DEVELOPER shall correct it promptly without cost to CITY, after receipt of written notice from CITY to do so unless CITY has given DEVELOPER a written acceptance of such conditions. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which DEVELOPER might have under the applicable State law.

28.03 Should DEVELOPER fail or refuse to remove or correct any defective Work performed for the Project or to make any necessary repairs in an acceptable manner and in accordance with the requirements of this Agreement within a reasonable time, indicated in writing, CITY shall have the authority to cause the unacceptable or defective Work to be removed or corrected, or make such repairs as may be necessary to be made at DEVELOPER'S expense. Any expense incurred by CITY in making these removals, corrections or repairs, which DEVELOPER has failed or refused to make shall be paid for out of any monies due or which may become due to DEVELOPER, or may be charged against the bond or guaranty. Continued failure or refusal on the part of DEVELOPER to make any or all necessary repairs promptly, fully, and in acceptable manner shall be sufficient cause for CITY to declare this Agreement forfeited, in which case CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting DEVELOPER; and the amount thereof deducted from any monies due, or which may become due to DEVELOPER, or shall be charged against the bond or guaranty. Any special work performed, as described herein, shall not relieve DEVELOPER in any way from his responsibility for the work performed by it.

28.04 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered or obligate CITY to final acceptance.

ARTICLE 29

SUBCONTRACTS

29.1. DEVELOPER shall not employ any Contractor and/or subcontractor against whom CITY or Consultant may have a reasonable objection. DEVELOPER shall not be required to employ any Contractor and/or subcontractor against whom DEVELOPER has a reasonable objection.

29.2. DEVELOPER shall be fully responsible for all acts and omissions of the Contractor, subcontractors, subconsultants and of persons directly or indirectly employed by its subcontractors and subconsultants and of persons for whose acts any of them may be liable to the same extent that DEVELOPER is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and CITY or any obligation on the part of CITY to pay or to see the payment of any monies due any subcontractor. CITY or DEVELOPER may furnish to any Contractor, subcontractor, subconsultant evidence of amounts paid to DEVELOPER on account of specific work performed.

29.3 DEVELOPER agrees to bind specifically every Contractor, subcontractor, and subconsultant to the applicable terms and conditions of the Contract Documents for the benefit of CITY, including but not limited to Sections 1.05, 1.08, 1.09, and 1.10 of this Agreement.

29.4 DEVELOPER AND CITY agree that any contracts or subcontracts entered into between the Developer and any other person or entity on this Project shall be on behalf of, and as agent of, the Owner. Provided, however, that DEVELOPER agrees to fully defend, indemnify and hold harmless CITY from and against any and all claims brought against CITY by the Contractor or subcontractors as more fully set forth in Article 51.04.03

ARTICLE 30

SEPARATE AGREEMENTS

30.01 CITY reserves the right to let other contracts in connection with this Project, provided it does not interfere with DEVELOPER'S work or schedule. DEVELOPER shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs subject to provision of acceptable insurance coverage, including DEVELOPER and Contractor, as additional insureds. CITY will request that its separate contractors coordinate their activities with the Work of the DEVELOPER.

30.02 If any part of DEVELOPER'S Work depends for proper execution or results upon the work of any other Contractor or the CITY, DEVELOPER shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. DEVELOPER'S failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of DEVELOPER'S Work, except as to defects which may develop in other Contractor's work after the execution of DEVELOPER'S Work. However, DEVELOPER shall not be responsible or liable to CITY for any work performed by any other separate Contractor not under the auspices or control of DEVELOPER.

30.03 To insure the proper execution of its subsequent Work, DEVELOPER shall inspect the Work already in place and shall at once report to the Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

30.04 DEVELOPER shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, DEVELOPER shall be liable to the affected contractor for the cost of such interference or impact.

ARTICLE 31

USE OF COMPLETED PORTIONS

31.1 CITY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, DEVELOPER shall be entitled to reasonable extra compensation, or reasonable extension of time or both, as recommended by Consultant and approved by CITY.

31.2 In the event CITY takes possession of any completed or partially completed portions of the Project, the following shall occur:

31.2.1 CITY shall give notice to DEVELOPER in writing at least thirty (30) calendar days prior to CITY'S intended occupancy of a designated area.

31.2.2 DEVELOPER shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from Consultant.

31.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion, CITY will assume full responsibility for maintenance, utilities, subsequent damages of CITY and public, adjustment of insurance coverage's and start of warranty for the occupied area.

31.2.4 DEVELOPER shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

31.2.5 If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CITY and DEVELOPER and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of DEVELOPER and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 32

CONSTRUCTION AREA

32.01 DEVELOPER shall use areas approved by the Contract Administrator for deliveries and personnel. Limits of construction area are indicated on the drawings as prepared by Consultant and issued by the Contract Administrator. Equipment, material and personnel shall be in conformance with this Contract Documents.

32.02 To provide for maximum safety and security, DEVELOPER shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, and boarding or fencing to protect life and property during the period of construction.

ARTICLE 33

LANDS FOR WORK

CITY shall provide as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way and easements for access thereto and such other lands as are designated for the use of DEVELOPER. No claim for damages or other claim other than for an extension of time shall be made or asserted against CITY by reason of any delay arising as a result of any failure of CITY to provide such lands on the date needed by DEVELOPER. The provisions of Article 41 shall apply herein.

ARTICLE 34

LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

DEVELOPER shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and DEVELOPER'S general operations. DEVELOPER shall also conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 35

DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

35.01 Existing utilities have been shown in the Contract Documents insofar as information is reasonably available; however, it will be DEVELOPER'S responsibility to verify such information and to preserve all existing utilities whether shown in the Contract Documents or not. If utility conflicts are encountered by DEVELOPER during construction, DEVELOPER shall give sufficient notice to the owners of the utilities so that they may make the necessary adjustments.

35.02 DEVELOPER shall exercise care and take all precautions during excavation and construction operations to prevent damage to any existing facilities, equipment, or utilities. Any damage caused by DEVELOPER shall be reported immediately to the Contract Administrator and such Work shall be repaired and/or replaced by DEVELOPER in a manner approved by CITY. All costs to repair and/or replace any damage to existing facilities, equipment, or utilities, shall be the sole responsibility of DEVELOPER, and such repair or replacement shall be performed expeditiously without cost to CITY.

35.03 DEVELOPER shall provide that type of required protection for finished Work at all times and protect adjacent Work during cleaning operations, and make good any damage resulting from neglect of this precaution.

35.04 Protection of Work shall include protecting of Work that is factory finished, during transportation, storage, during and after installation. Where applicable and as required, DEVELOPER shall close off spaces of areas where certain Work has been completed to protect it from any damages caused by others during their operations.

35.05 DEVELOPER shall store materials and shall be responsible for and shall maintain partly or wholly finished Work during the continuance of the Contract Documents and until the final acceptance of the structure. If any materials or part of the Work should be lost, damaged, or destroyed by any cause or means whatsoever, the DEVELOPER shall satisfactorily repair and replace the same at DEVELOPER'S own cost. The DEVELOPER shall maintain suitable and sufficient guards, if necessary, and barriers, and at night, suitable and sufficient lighting for the prevention of accidents. The determination of necessity will be made by the Contract Administrator.

35.06 To all applicable sections where preparatory work is part of work thereon, DEVELOPER shall carefully examine surfaces over which finished work is to be installed, laid or applied, before commencing with the work. DEVELOPER shall not proceed with said work until defective surfaces on which work is to be applied are corrected satisfactorily to the Contract Administrator. Commencement of work shall be considered acceptance of surfaces and conditions.

35.07 It will be the DEVELOPER'S responsibility to preserve all existing utilities within the Project limits or as otherwise effected by DEVELOPER. If utility conflicts are encountered by the DEVELOPER during construction, sufficient notice shall be given to their owners so that they may make the necessary adjustments. Damage to any utilities, which in the opinion of the CITY is caused by negligence on the part of the DEVELOPER, shall be repaired at the DEVELOPER'S expense.

ARTICLE 36

CONTINUING THE WORK

DEVELOPER shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Sum or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

ARTICLE 37

FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.01 The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents to Construction Manager and ordering minor changes in Contract Documents execution, providing the Field Order involves no change in the total cost of the Project or the time of performance.

37.02 The Contract Administrator shall have the right to approve and issue to Construction Manager supplemental instructions to Construction Manager setting forth written orders, instructions, or interpretations concerning the Agreement or its performance, provided they make no major changes in Contract Documents execution and involve no change in the total cost of the Project or the time of performance.

ARTICLE 38

CHANGE ORDERS (CHANGES IN QUANTITIES OF WORK)

38.01 Changes in the quantity or character of Work within the scope of this Project which are not properly the subject of Field Orders or supplemental instructions, to include all changes resulting in changes in the total cost of the Project or the time of performance, shall be authorized only by Change Orders issued by the Contract Administrator.

38.02 DEVELOPER shall not start work on any alteration requiring an increase in price or extension of time for completion until a Change Order setting forth the adjustments is approved by the Contract Administrator, except for the provisions of Section 38.03, which governs disputed Change Order items.

38.03 In the event satisfactory adjustment cannot be reached for any item requiring a Change Order, CITY reserves the right, at its own option, to either terminate the Agreement as it applies solely to the items in question and make such arrangements as may be deemed necessary to complete the item in question, or submit the matter in dispute to the Contract Administrator for resolution as set forth in Article 11 herein. During the pendency of the dispute resolution, DEVELOPER shall proceed with the work set forth within the Change Order on a time and materials basis, which DEVELOPER shall adequately document pending final resolution of such dispute(s).

38.04 On approval of any Change Order increasing the price, DEVELOPER shall ensure that the applicable Performance and Payment Bonds and Guarantees, to the extent applicable under the provisions of Article 51 hereof, are each increased so that it reflects the total amount of the Project as increased.

38.05 Proposed Change Orders shall be prepared by the Contract Administrator.

ARTICLE 39

VALUE OF CHANGE ORDER WORK

39.01 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways:

39.01.01 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 38 herein.

39.01.02 By mutual acceptance of a lump sum which includes a DEVELOPER'S fee for overhead and profit and includes any design, Contractor and subcontractor fees.

39.01.03 On the basis of the "cost of the work," determined as provided in Sections 39.02 and 39.03, plus a DEVELOPER'S fee and a Contractor fee for overhead and profit which is determined as provided in Section 39.04 of this Agreement.

39.02 The term "cost of work" means the sum of all costs necessarily incurred and paid by DEVELOPER in the proper performance of the Project. Except as otherwise may be agreed to in writing by the Contract Administrator, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any other costs whatsoever.

39.02.01 Payroll costs for employees in the direct employ of DEVELOPER in the performance of the Project under schedules of job classifications agreed upon by the Contract Administrator and DEVELOPER. This may include additional costs for on-site project manager, project engineer, project superintendent, and assistant project superintendent, as related to the Change Order work. Payroll costs for employees not employed full time on the Project shall be apportioned on the basis of their time spent on the Project. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and forepersons at the Project site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by the Contract Administrator. Insurance and benefits will be based on single time.

39.02.02 Costs of all materials and equipment furnished and incorporated in the Project, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to DEVELOPER unless CITY deposits funds with DEVELOPER with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and DEVELOPER shall make provisions so that they may be obtained.

39.02.03 Payments made by DEVELOPER to subcontractors for work performed by subcontractors. The term subcontractor shall include architects and engineers employed for services specifically related to the Project. If required by the Contract Administrator, DEVELOPER shall obtain competitive bids from subcontractors acceptable to DEVELOPER and shall deliver such bids to CITY who will then determine which bids will be accepted. If the subcontractor's provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as DEVELOPER'S cost of the work. Whenever a subcontractor is involved, a complete and separate breakdown must be submitted by the subcontractor for its portion of work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

39.02.04 Costs of special consultants, including, but not limited to, testing laboratories, surveyors, lawyers and accountants, employed for services specifically related to the Project.

39.02.05 Supplemental costs including the following:

39.02.05.01 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Project, and cost less market value of such items used but not consumed which remain the property of DEVELOPER.

39.02.05.02 Rentals of all construction equipment and machinery and the parts thereof whether rented from DEVELOPER or others in accordance with rental agreements approved by the Contract Administrator and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Project. Late charges, penalties, restocking charges and similar assessments in said agreements will not be recognized by the CITY as a supplemental cost, unless such charges were incurred and actually assessed against the DEVELOPER due to performance of the work at the request of the Contract Administrator.

39.02.05.03 Sales, use, or similar taxes related to the Project, and for which DEVELOPER is liable, imposed by any governmental authority.

39.02.05.04 Deposits lost for causes other than DEVELOPER'S negligence, royalty payments and fees for permits and licenses.

39.02.05.05 The cost of utilities, fuel and sanitary facilities at the site.

39.02.05.06 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, express postage and similar petty cash items in connection with the Project.

39.02.05.07 Cost of premiums for additional bonds and insurance required because of changes in the Project.

39.03 The term "cost of the work" shall not include any of the following:

39.03.01 Payroll costs and other compensation of DEVELOPER'S officers, executives, principals (of partnership and sole proprietorships), general managers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by DEVELOPER whether at the Project site or in DEVELOPER'S principal or branch office for general administration of the Project and not specifically included in the agreed-upon schedule of job

classifications referred to in Section 39.02.01 all of which are to be considered administrative costs covered by DEVELOPER'S fee.

39.03.02 Expenses of DEVELOPER'S principal and branch offices other than DEVELOPER'S office at the Project site.

39.03.03 Any part of DEVELOPER'S capital expenses, including interest on DEVELOPER'S capital employed for the Project and charged against DEVELOPER for delinquent payments.

39.03.04 Cost of premiums for all bonds and for all insurance whether or not DEVELOPER is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Project.

39.03.05 Costs due to the negligence of DEVELOPER, Contractor, any subcontractors, any consultants of DEVELOPER, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective or nonconforming work, disposal of materials or equipment wrongly supplied and making good any damage to property.

39.03.06 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.02.

39.04 DEVELOPER'S fee allowed to DEVELOPER for overhead and profit shall be determined as follows:

39.04.01 A mutually acceptable fixed fee which shall not exceed percentages set forth below; or if none can be agreed upon,

39.04.02 A fee based on the following percentages of the various portions of the cost of the work:

39.04.02.01 For costs incurred under Sections 39.02, 39.02.01 and 39.02.02, DEVELOPER'S fees shall not exceed ten percent (10%).

39.04.02.02 For costs incurred under Sections 39.02.03 or 39.02.04, DEVELOPER'S fee shall not exceed five percent (5%); and if a subcontractors is on the basis of cost of the work plus a fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.04. 02.03 No fee shall be payable on the basis of costs itemized under Sections 39.02.05 and 39.03.

39.05 The amount of credit to be allowed by DEVELOPER to CITY for any such change which results in a net decrease in cost will be the amount of the actual net

decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

39.06 Whenever the cost of any work is to be determined pursuant to Sections 39.01 through 39.02, DEVELOPER will submit in a form acceptable to the Contract Administrator an itemized cost breakdown together with the supporting data.

39.07 Where the quantity of work with respect to any item that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued to adjust the unit price, if warranted.

39.08 Whenever a change in the work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, DEVELOPER shall promptly submit to the Contract Administrator an estimate substantiated by a complete itemized breakdown.

39.08.01 Breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

39.08.02 Whenever a change involves DEVELOPER and one or more subcontractors or consultants and the change is an increase in the Contract Sum, overhead and profit percentages for DEVELOPER and each subcontractor or consultant shall be itemized separately.

39.09 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of work."

ARTICLE 40

CHANGE OF CONTRACT TIME OR CONTRACT SUM

40.01 The Contract Time set forth in Article 6 or the Contract Sum may only be changed by a Change Order. Any claim for an extension of the Contract Time or for an increase in the Contract Sum shall be based on written notice delivered by the party making the claim to the Contract Administrator promptly (but in no event later than seven (7) business days after the occurrence of the event giving rise to the claim and stating the general nature of the claim). Notice of the extent of the claim with supporting data shall be delivered within twenty (20) calendar days after such occurrence (unless Contract Administrator allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or for an increase in the Contract Sum shall be decided by the Contract Administrator. No claim for an adjustment in the Contract Time or for an increase in the Contract Sum will be valid if not submitted in strict accordance with the requirements of this Article.

40.02 The Contract Time will be extended in an amount equal to time lost due to days beyond the control of and through no fault or negligence of DEVELOPER if a claim is made therefore as provided herein. Such delays shall include, but not be limited to, acts or neglect by CITY, or by any employee of CITY, or any separate Contractor or consultant employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41

NO DAMAGES FOR DELAY

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DEVELOPER shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. The limitations set forth in this Article 41 shall not apply to hindrances or delays due solely to fraud, bad faith or active interference on the part of CITY or its agents. Otherwise, DEVELOPER shall be entitled only to extensions of the Contract Documents time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars (\$10.00) of DEVELOPER'S fee is acknowledged as separate and independent consideration for the covenants contained in this Article. **DEVELOPER SHALL SPECIFICALLY INCLUDE THIS PROVISION IN ITS AGREEMENT WITH CONTRACTOR.**

ARTICLE 42

SUBSTANTIAL COMPLETION

When DEVELOPER considers that the Work, or a portion thereof designated by CITY pursuant to Article 31 hereof, has reached Substantial Completion, DEVELOPER shall so notify CITY and Consultant in writing. Consultant and CITY shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of CITY and DEVELOPER for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of DEVELOPER to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall

commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to CITY through the Contract Administrator and DEVELOPER for their written acceptance of the responsibilities assigned to them in such Certificate.

ARTICLE 43

SHOP DRAWINGS AND SCHEDULE OF VALUES

43.01 DEVELOPER shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

43.02 DEVELOPER shall submit to the Contract Administrator within thirty (30) calendar days following the application for a building permit a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Contract Administrator shall in no way relieve DEVELOPER from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

43.03 After the approval of the list of items required in Section 43.02, DEVELOPER shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

43.04 DEVELOPER shall thoroughly review and check the Shop Drawings and each and every copy shall show DEVELOPER'S approval thereon.

43.05 If the Shop Drawings show or indicate departures from the Contract Documents requirements, DEVELOPER shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DEVELOPER from its responsibility to comply with the Contract Documents. Contract Administrator shall determine acceptability of change and in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

43.06 No work called for by Shop Drawings shall be done until the said Drawings have been furnished to and accepted by the Contract Administrator or his Designee. Contract Administrator shall respond to Shop Drawings pre-approved by Consultant with objections or acceptance within ten (10) business days of receipt. Acceptance is for design intent only and shall not relieve DEVELOPER and Consultant from responsibility for fit, form, function, quantity or for errors or omissions of any sort on the Shop Drawings.

43.07 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DEVELOPER'S responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them and then make one submittal to the Contract Administrator along with DEVELOPER'S comments as to compliance, noncompliance, or features requiring special attention.

43.08 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.

43.09 DEVELOPER shall submit to Contract Administrator six (6) copies. Resubmissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.

43.10 Contract Administrator's acceptance of the Shop Drawings as approved by DEVELOPER will be for general compliance with the plans and specifications design intent and shall not relieve DEVELOPER of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the materials or work required by the Contract Documents and not indicated on the Drawings.

43.11 DEVELOPER shall keep one set of Shop Drawings marked with the Contract Administrator's acceptance at the Project site at all times.

43.12 At least thirty (30) calendar days prior to the commencement of construction, the DEVELOPER shall submit a Schedule of Values to the Contract Administrator. DEVELOPER shall submit to the Contract Administrator a separate Schedule of Values for demolition, abatement, and site work thirty (30) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8-1/2" x 11" white paper listing: Title of project, location, project number, architect, Contractor, Contract Documents designation, and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DEVELOPER shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DEVELOPER'S overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

43.12.01 The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and

43.12.02 The total installed value.

43.13 Notwithstanding Developer's Shop Drawing obligations pursuant to this Article 43, DEVELOPER and CITY acknowledge and agree that the DEVELOPER is only coordinating and managing the construction services for the Project as set forth herein and is not, and shall not be, in any way responsible, or liable, for the design and/or engineering services provided by the Consultant, or any other individual or entity contracted by the CITY to provide design and/or engineering services for the Project. Nothing in this Article 43 shall serve to limit Developer's responsibility to retain all Consultants necessary for the performance of its Shop Drawings obligation.

ARTICLE 44

FIELD ENGINEERING

44.01 The DEVELOPER shall enter into contracts on behalf of, and as agent of, CITY for field engineering services required for the Project. This work shall include the following elements:

44.01.01 Survey work required in execution of the Project.

44.01.02 Civil, structural or other professional engineering services specified, or required to execute the DEVELOPER'S construction methods.

44.02 The survey completed by entities or individuals contracted with by DEVELOPER will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DEVELOPER, at the outset of this Project.

44.03 The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction.

44.03.01 No changes or relocations will be made without prior written notice to the Contract Administrator.

44.03.02 A report shall be made to the Contract Administrator when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

44.03.03 The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

44.03.04 Replacements shall be established based upon original survey control.

44.04 DEVELOPER's obligations pursuant to this Article 44, except as provided in Section 44.01.02 herein, shall not be construed as the providing of design and/or engineering services for the Project. DEVELOPER and CITY acknowledge and agree that the DEVELOPER is only coordinating and managing the Work for the Project as set forth herein and is not, and shall not be, in any way

responsible, or liable, for the design and/or engineering services provided by the Consultant, or any other individual or entity contracted by the CITY, or by the DEVELOPER on behalf of the CITY, to provide design and/or engineering services for the Project.

ARTICLE 45

FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

45.01 The entire responsibility for establishing and maintaining a line and grade in the field lies with DEVELOPER. DEVELOPER shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, underground utility access portals, handholds, fittings and the like and shall deliver these records in good order to the Contract Administrator as the Work is completed. These records shall serve as a basis for "record" drawings. The cost of all such field layout and recording work is included in the prices bid for the appropriate items.

45.02 DEVELOPER shall maintain in a safe place at the site one record copy of all Drawings (Plans), Specifications, Addenda, written amendments, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.

45.03 At the completion of the Project, the DEVELOPER shall turn over to the CITY a set of reproducible drawings (Mylars) and a complete set of all drawings in the latest version of the AutoCAD format on floppy disk not compressed which accurately reflect the "as built" conditions of the new facility. All changes made to the construction documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted on Mylar at least monthly to the Contract Administrator. These "as built" drawings on Mylar and the latest version of the AutoCAD format media must be delivered and found to be acceptable prior to final payments.

ARTICLE 46

SAFETY AND PROTECTION

46.01 DEVELOPER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. DEVELOPER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

46.01.01 All employees on the Project and other persons who may be affected thereby;

46.01.02 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

46.01.03 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

46.02 DEVELOPER shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. DEVELOPER shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Sections 46.01.02 and 46.01.03 above, caused directly or indirectly, in whole or in part, by DEVELOPER, any subcontractor or consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by DEVELOPER; however, DEVELOPER shall not be liable for injury or damage caused by CITY, its employees, consultants or its separate Contractors. DEVELOPER'S duties and responsibilities for the safety and protection of the Project shall continue until such time as all the Project is completed and the Contract Administrator has issued a notice to DEVELOPER that the Project is acceptable except as otherwise provided in Article 28.

46.03 DEVELOPER shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be DEVELOPER'S Project Representative unless otherwise designated in writing by DEVELOPER to CITY.

ARTICLE 47

PAYMENT OF TESTS BY DEVELOPER

Except when otherwise specified in the Contract Documents, the expense of all tests and test reports shall be borne by DEVELOPER.

ARTICLE 48

PROJECT SIGNAGE

48.01 DEVELOPER shall furnish and erect two (2) signs at the Project site. Each sign shall be made of 3/4 inch plywood, substantially in accordance with the drawing in Article 48.03 below. Signs shall be placed in a prominent location and maintained in good condition until completion of the Project when signs shall then become the property of CITY.

48.02 The dimensions of the Project Signs shall be four feet by eight feet.

48.03 The detail of the Project Signs shall be as determined by the Contract Administrator. At a minimum, DEVELOPER shall submit artwork with name of Project,

DEVELOPER, GENERAL CONTRACTOR, Consultant, CITY Commissioners, and date of completion.

ARTICLE 49

CLEANING UP AND REMOVAL OF EQUIPMENT

49.01 DEVELOPER shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by DEVELOPER'S operations. At the completion of the Project, DEVELOPER shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If DEVELOPER fails to clean up at the completion of the Project, CITY may do so; and the cost thereof shall be charged to DEVELOPER.

49.02 CITY'S Right to Clean-Up

If a dispute arises between DEVELOPER and separate Contractors as to responsibility for cleaning up, CITY may clean up and charge the cost thereof to the Contractors responsible therefore, as the Contract Administrator shall determine to be just. This provision is solely for cleaning.

49.03 Removal of Equipment

In case of termination of this Agreement before completion for any cause whatever, DEVELOPER, if notified to do so by CITY, shall promptly remove any part or all of DEVELOPER'S equipment and supplies from the property of CITY, failing which CITY shall have the right to remove such equipment and supplies at the expense of DEVELOPER.

ARTICLE 50

[Note: This Article is intentionally left blank]

ARTICLE 51

BONDS AND INSURANCE

DEVELOPER shall furnish, or cause to be furnished, on or before fifteen (15) days after execution of this Agreement, the following:

51.01 Performance Bond and Payment Bond (Surety):

51.01.01 A performance bond and payment bond of the form and containing all the provisions attached hereto and made a part hereof. Payment and Performance bonds may be in the form of dual obligee bonds from the General Contractor in the amount of the Agreement between the DEVELOPER and the Contractor, naming the CITY and DEVELOPER as dual obligees.

51.01.02 The Bonds shall be in the amount of one hundred percent (100%) of the Contract Sum, guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or subcontractors employed pursuant to this Project. Such Bonds shall be with a surety company which is qualified pursuant to Section 51.03.02.01.

51.01.03 Such Bonds shall continue in effect for one year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the Contract Sum, or an additional bond shall be conditioned that DEVELOPER will, upon notification by CITY, correct any defective or faulty Work or materials which appear within one year after completion of the Agreement.

-OR-

51.02 Performance and Payment Guaranty:

51.02.01 In lieu of a performance bond and payment bond, DEVELOPER may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashiers check or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by CITY for one year after completion and acceptance of the Project.

51.03 Qualifications of Surety:

51.03.01 A separate performance bond and payment bond must be executed by a surety company of recognized standing, authorized to do business in the state of Florida as surety, having a resident agent in the state of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

51.03.02 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

51.03.02.01 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10 Section 223.111). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

51.03.02.02 The surety company shall have at least the following minimum ratings in the latest revision of Best's Insurance Report:

Amount of Bond	Size	
	Ratings	Category
500,001 to 1,020,000	B+	Class I
1,020,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10, 000, 000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

51.03.03 For projects which do not exceed Five Hundred Thousand Dollars (\$500,000.00), CITY shall accept a Performance Bond and Payment Bond from a surety company which has twice the minimum plus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying (Form 00622) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

51.04 INDEMNIFICATION OF CITY

51.04.01 In consideration of Twenty-five Dollars (\$25.00), separately acknowledged by DEVELOPER, and other valuable consideration, DEVELOPER shall indemnify and save harmless CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any construction activities of DEVELOPER, the Contractor, or any of the subcontractors, consultants, agents, servants, or employees connected with the Project retained by DEVELOPER or Contractor; or by or in consequence of any negligence of DEVELOPER, the Contractor, or any of the subcontractors, consultants, agents, servants, or employees retained by DEVELOPER or Contractor (excluding negligence of CITY), in connection with the construction activities of the DEVELOPER, the Contractor, or any of the subcontractors, consultants, agents, servants, or employees connected with the Project retained by DEVELOPER or Contractor; or by use of any improper materials or by or on account of any act, error or omission of DEVELOPER, the Contractor, or any of the subcontractors, consultants, agents, servants or employees retained by DEVELOPER or Contractor, except to the extent caused by CITY. DEVELOPER agrees to indemnify and save harmless CITY against any claims or liability arising from or based upon the violation of any federal, state, CITY or city laws, bylaws, ordinances or regulations by DEVELOPER, the Contractor, the Contractor's subcontractors, agents, servants or employees (excluding negligence of CITY). This consideration is separate and distinct from any other consideration received by DEVELOPER.

51.04.02 DEVELOPER further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees, from and against any claim, demand or cause of

action of whatever kind or nature arising out of any negligent conduct or misconduct of DEVELOPER not included in Section 51.04.01 above and for which CITY, its agents, servants or employees, are alleged to be liable.

51.04.03 The indemnification provided above shall obligate DEVELOPER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY which may result from the operations and activities under this Agreement whether the construction operations be performed by DEVELOPER, the Contractor, its subcontractors, its consultants or by anyone directly or indirectly employed by any of the above.

51.04.04 The execution of this Agreement by DEVELOPER shall obligate DEVELOPER to comply with the foregoing indemnification provision.

51.05 INSURANCE

DEVELOPER shall provide, or cause to be provided, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, and shall require DEVELOPER to provide, pay for and maintain in force at all times during the Project, Professional Liability Insurance, as will assure to CITY the protection contained in this Agreement. Builder's Risk Insurance is governed by the provisions of Section 50.5.5.

Such policy or policies shall be issued by companies approved to do business in the state of Florida, and having agents upon whom service of process may be made in the state of Florida. DEVELOPER shall specifically protect CITY by naming CITY as an additional insured under the Comprehensive General Liability Insurance Policy hereinafter described.

51.05.01 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy (ies) must include:

Employer's Liability with a limit of \$100,000.00 each accident.

51.05.02 Comprehensive General Liability with minimum limits of Two Million Dollars (\$1,000,000.00 primary and excess of \$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or Completed Operations.

The DEVELOPER shall maintain in force until at least three (3) years after final completion of the Project coverage for Products and Completed Operations, including Broad Form Property Damage.

Explosion, Collapse and Underground Coverage's.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Notice of Cancellation and/or Restriction--The policy (ies) must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.

51.05.03 Business Automobile Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Non-owned and hired vehicles.

51.05.04 An All Risk Builder's Risk Insurance Policy will be provided by CITY for this Project. The Builder's Risk Certificate of Insurance is issued with a Ten Thousand Dollar (\$10,000.00) deductible per claim. In the event a claim occurs for this Project, DEVELOPER will pay fifty percent (50%) or Five Thousand Dollars (\$5,000.00) expenditure for its portion of the deductible.

51.05.05 Notice of Cancellation, Expiration and/or Restriction: The policy(ies) must be endorsed to provide the City of Miami Beach, Florida, with thirty (30) calendar days notice of cancellation, expiration and/or restriction, to the attention of the Risk Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139.

51.05.06 DEVELOPER shall furnish to the Contract Administrator Certificate(s) of Insurance evidencing the insurance coverage's required herein prior to final award by the Board. Such certificate(s) shall reference this Agreement. CITY reserves the right to

require a certified copy of such policies upon request. All certificates shall state that CITY shall be given thirty (30) calendar days' prior written notice of cancellation and/or expiration.

51.05.07 DEVELOPER shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required under this Article. The City's Risk Manager reserves the right to require certified copies if requested. Endorsements and certifications shall state CITY is to be given thirty (30) calendar days' written notice prior to expiration or cancellation of the policy.

ARTICLE 52

MISCELLANEOUS

52.01 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this Project or appurtenances, are hereby included in the prices stipulated in this Agreement for said Project.

52.02 DATUM

All elevations are referred to as U.S.C.E. MLW Bay Datum.

52.03 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by CITY'S forces or by other Contractors is contiguous to Work covered by this Agreement, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

52.04 ASSIGNMENT

This Agreement shall not be assigned or subcontracted as a whole or in part without the written consent of the City, nor shall DEVELOPER assign any monies due or to become due to it hereunder, without the prior written consent of the Contract Administrator.

52.05 NO INTEREST

Any monies not paid by CITY when claimed to be due to DEVELOPER under this Agreement shall not be subject to interest. However, the provisions of CITY'S prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

52.06 OWNERSHIP OF DOCUMENTS

Drawing, specifications, design, models, photographs, computer AutoCAD disks, reports, surveys, and other data provided in connection with this Agreement and for which CITY has rendered payment, are and shall become and remain the property of CITY whether the Project for which they are made is executed or not. If this Agreement is terminated for any reason prior to completion of the Work, CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project, provided that CITY has paid for same; and provided further that if such termination occurs prior to completion of documents and/or through no fault of DEVELOPER; WCDS and DEVELOPER shall have no liability for such use; and provided further that any reuse without the written verification or adaptation of WCDS for the specific purpose intended will be without liability or legal exposure to WCDS or DEVELOPER. At the completion of the Project, as part of the Project closeout, copies of all drawings on AutoCAD disks shall be transmitted from DEVELOPER to the Contract Administrator within seven (7) calendar days of termination of this Agreement in addition to the record drawing. The provisions of this clause shall survive the completion of this Agreement and shall thereafter remain in full force and effect. Any compensation due to DEVELOPER shall be withheld until all documents are received as provided herein. Notwithstanding the foregoing, the CITY retains ownership of any and all documents provided to the DEVELOPER and has full use thereof without any further payment.

52.07 RECORDS

DEVELOPER shall keep such records and accounts and require the Contractor and any and all subcontractors and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of the Project pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

52.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

DEVELOPER shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles I and 11 of the (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

DEVELOPER'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political

affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DEVELOPER shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DEVELOPER shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DEVELOPER shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DEVELOPER shall not engage in or commit any discriminatory practice in violation of the CITY'S Human Rights Act in performing the Scope of Services or any part of the Scope of Services of this Agreement.

52.09 NO CONTINGENT FEE

DEVELOPER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DEVELOPER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DEVELOPER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

52.10 ALL PRIOR AGREEMENTS SUPERSEDED: AMENDMENTS

The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

52.11 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

FOR DEVELOPER:

52.12 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by DEVELOPER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of Contracting. The original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the Contract Documents Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of this Agreement.

52.13 INTERPRETATION

The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph or section where they appear, unless the context requires otherwise. Whenever reference is made to a Section or Article of this

Agreement, such reference is to the Section or Article as a whole, including all of the subsections and subparagraphs of such Section or Article, unless the reference is expressly made to a particular subsection or subparagraph of such Section or Article.

52.14 RECYCLED CONTENT

In support of the Florida Waste Management Law, DEVELOPER is encouraged to supply any information available regarding recycled material content in the products provided. CITY is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. CITY also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

52.15 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a Contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a Contractor supplier, subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the CITY purchase and may result in debarment.

52.16 APPLICABLE LAW AND VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall be in Miami-Dade County, Florida. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. DEVELOPER SHALL SPECIFICALLY BIND THE CONTRACTOR AND ANY AND ALL OTHER SUBCONTRACTORS AND/OR SUBCONSULTANTS TO THIS PROVISION OF THE AGREEMENT.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF MIAMI BEACH, FLORIDA

Robert Parcher, City Clerk

David Dermer, Mayor

DEVELOPER MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

DEVELOPER/MORTON TOWERS
APARTMENTS, L.P., a Delaware
Limited Partnership

AIMCO HOLDINGS, L.P., a Delaware
Limited Partnership, its General Partner

WITNESSES:

By:

(Name of Firm)

(Signature)

(Print Name and Title)

____ day of _____, 20____

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 7-24-03
City Attorney Date

BID NO: 22-02/03
DATE: 03/18/02

CITY OF MIAMI BEACH
55

AIMCO HOLDINGS, QRS, INC., a Delaware Corporation, its General Partner

WITNESSES:

By:

(Name of Firm)

(Signature)

(Print Name and Title)
____ day of _____, 20____

CITY REQUIRES FIVE (5) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION.

BID NO: 22-02/03
DATE: 03/18/02

CITY OF MIAMI BEACH
56

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution setting a public hearing to consider naming a proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel.

Issue:

Shall the City Commission set a public hearing to consider naming the proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel?

Item Summary/Recommendation:

The Administration recommends that the City Commission set the required public hearing to consider naming the proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel.

Advisory Board Recommendation:

At the Community Affairs Committee meeting of June 5, 2003, a request was made by the Joseph Nevel Family for the fountain in Collins Park to be named as a memorial in honor of the late Joseph Nevel. The Committee voted unanimously to accept Commissioner Richard L. Steinberg's motion for the Nevel Family request to go to the City Commission for approval and, if approved, for the setting of a public hearing for the naming of the fountain in Collins Park.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mayra Diaz Buttacavoli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>Mayra Diaz Buttacavoli</i>	<i>Janey</i>

F:\cmgr\\$\ALL\LISA\Community Affairs\Reports\Joseph Nevel Naming of Fountain in Collins Park summary.doc

AGENDA ITEM

C7C

DATE

7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER NAMING A PROPOSED FOUNTAIN TO BE CONSTRUCTED AND LOCATED WITHIN COLLINS PARK, IN MEMORY OF THE LATE JOSEPH NEVEL.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

ANALYSIS

At the Community Affairs Committee meeting of April 24, 2003, Vice-Mayor Luis R. Garcia, Jr. made a motion, seconded by Commissioner Matti H. Bower, to have a memorial in honor of the late Joseph Nevel within Collins Park. A meeting was to be scheduled by Assistant City Manager Mayra Diaz Buttacavoli, with staff from Capital Improvement Projects Office (CIP), and representatives from the Nevel Family, to formulate a recommendation for the memorial and its location. Once the final recommendation was completed, it would be presented to the Community Affairs Committee, and then to the City Commission for final approval.

On Tuesday, May 13, 2003, Tim Hemstreet, CIP Director, met with Mr. David Nevel, representing the Nevel family, concerning the possibility of creating a memorial for Joseph Nevel in the Collins Park area. The following is a summary of that meeting.

Mr. Nevel verbally provided a brief history of the family in Miami Beach and of the contributions made by Joseph Nevel to this community. Mr. Nevel indicated that the family was approached by Commissioner Smith and informed that he was interested in having a permanent memorial to Joseph Nevel and invited the family to have input into that decision. According to Mr. Nevel, they were advised that the initial forum for this input would be the Community Affairs Committee. He was advised for the family to attend the meeting wherein the Commission would direct the Administration to make a recommendation for an appropriate memorial after direct consultation with the Nevel family. Mr. Nevel also indicated that the Commissioner had a preference for the Collins Park and that any memorial should be of prominence to reflect Joseph Nevel's significant contributions to the City's history, with the total cost being born by the City.

Based on the summary provided by the Community Affairs Committee and the verbal history provided by Mr. Nevel, Mr. Nevel and Mr. Hemstreet discussed the issue and determined that if the City is responsible for paying for the memorial and that a prominent place in the Park was appropriate, then the City should probably refer to the existing Master Plan and determine if any of the currently planned components would be appropriate for the City Commission to consider as a tribute to the late Joseph Nevel. Upon review of the Master Plan, Mr. Nevel indicated that the preference of the family is to have either the proposed plaza, or the proposed fountain within the plaza, named for Joseph Nevel. Mr. Nevel indicated that the family would like to have input to the design and language of the signage dedicating the area to Joseph Nevel. He indicated that the family is content, for the moment, to have the architectural/engineering professional design the plaza/fountain area as appropriate for the design of the park. For reference the proposed plaza/fountain area is located directly east of the rear doors to the Bass Museum of Art at the intersection of the walkways traversing the park at its geographical center.

Mr. Nevel was advised that the final design of Collins Park is subject to the Community Design Workshop (CDW) public process, administrative/internal review, the Historic Preservation Board, and the City Commission. This means that the park design may be altered by any of these bodies before the Basis of Design Report is approved and the design process commences. Of course, if the City Commission is interested in dedicating the area or fountain to Joseph Nevel, then it is appropriate to do so prior to the commencement of the CDW process.

Mr. Nevel was further advised that the City Code regarding the naming of places for people may have an impact as to whether or not the plaza area could be named for Joseph Nevel by an action of the City Commission. However, the fountain, which could be considered an element, as opposed to a facility, could be named by an action of the Commission. This is the reason for the distinction between the plaza area and the fountain noted above. The preference of the family, if legal, would be for the plaza area. CIP recommended that the Administration consult with the Legal Department for a final determination.

The City Attorney's official has stated that naming of an area within a park is within the jurisdiction of the Commission and therefore does not require referendum approval.

At the Community Affairs Committee meeting of June 5, 2003, the Nevel Family requested for the fountain in Collins Park to be named as a memorial in honor of the late Joseph Nevel. The Committee voted unanimously to accept Commissioner Richard L. Steinberg's motion for the Nevel Family request to go to the City Commission for approval and, if approved, for the setting of a public hearing for the naming of the fountain in Collins Park.

CONCLUSION

The Administration recommends that the City Commission set the required public hearing to consider naming a proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel.

JMG:MDB:lcd

F:\cmgr\ALL\LISA\Community Affairs\Reports\Joseph Nevel Naming of Fountain in Collins Park memo.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF
THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC
HEARING TO CONSIDER NAMING A PROPOSED FOUNTAIN TO
BE CONSTRUCTED AND LOCATED WITHIN COLLINS PARK, IN
MEMORY OF THE LATE JOSEPH NEVEL.**

WHEREAS, a request to consider naming a proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel, came before the Community Affairs Committee for discussion and recommendation at its meeting on June 5, 2003; and

WHEREAS, the Community Affairs Committee considered and reviewed the aforesaid request and, after reviewing the proposal in accordance with the established selection criteria, as set forth in Article VI, Section 82-504 of Chapter 82 of the Miami Beach City Code, unanimously recommended that the Mayor and City Commission consider naming the aforesaid proposed fountain in Collins Park, in Mr. Nevel's memory; and

WHEREAS, pursuant to Article VI of Miami Beach City Code, Chapter 82-504, the Mayor and City Commission must now hold a public hearing to consider the aforesaid request.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, setting a public hearing to consider naming a proposed fountain to be constructed and located within Collins Park, in memory of the late Joseph Nevel, is hereby called to be held before the Mayor and City Commission in their Chambers on the Third Floor of City Hall, 1700 Convention Center Drive, Miami Beach, Florida, at _____, on Wednesday, _____, 2003, and the City Clerk is hereby authorized and directed to publish appropriate Public Notice of the said Public Hearing in a newspaper of general circulation in the City of Miami Beach, at which time and place all interested parties will be heard.

PASSED and ADOPTED this _____ day of _____, 2003.

ATTEST:


MAYOR

CITY CLERK

MDB/lcd

F:\cmgr\ALL\LISA\Community Affairs\Reports\Joseph Nevel Naming of Fountain in Collins Park Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6-25-03

Date

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution authorizing the City to use the Runzheimer Meal and Lodging Cost Index for determining reimbursement amounts for per diem and travel related expenses.

Issue:

Should the use the Runzheimer Meal and Lodging Cost Index for per diem and travel expenses vs. the amounts identified in Florida Statute 112.061?

Item Summary/Recommendation:

The Administration recommends that the City Commission adopt the Resolution and authorize the City to use the Runzheimer Meal and Lodging Cost Index for reimbursement of travel expenses.

Advisory Board Recommendation:

Financial Information:

Source of Funds: <div>Finance Dept.</div>		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

F:\HUMA\Sal\COMM-SUMMARYsumm-PER DIEM TRAVEL7-30-03.doc

AGENDA ITEM C7D
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONFIRMING THE CITY'S POLICY TO USE THE RUNZHEIMER MEAL AND LODGING COST INDEX FOR PER DIEM AND TRAVEL EXPENSES.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

On June 11, 2003 Governor Bush signed Senate Bill 1426. This legislation gives local governments the authority to provide their own policies for reimbursement of travel expenses and per diem. The City will use the Runzheimer Meal and Lodging Cost Index (attached) to determine reimbursement of these related expenses. If a municipality does not provide for its own per diem and travel policy, expenses are subject to the provisions in Section 112.061 of the Florida Statutes. These provisions are very restrictive – for example breakfast is limited to \$3.00, lunch to \$6.00 and dinner to \$12.

The City feels that using the Runzheimer Index is a more reasonable method of reimbursing employees for expenses incurred while traveling on City business. This report is based on average costs of lodging and meals in cities across the country and has been used by the City for numerous years. Expenses are paid based on the area where travel is occurring

CONCLUSION:

The Administration recommends that the City Commission adopt the Resolution and base the reimbursement of travel related expenses on the Runzheimer Hotel and Meal Cost Index.

JMG:MDB:TCA:pah

CITY OF MIAMI BEACH
HOTEL & MEAL ALLOWANCE GUIDE
EFFECTIVE - OCT 1, 2002

City	State	Breakfast	Lunch	Dinner	Avg. Hotel	Eff. Dates	Last Rev. Date	TAXI AP-DT	SHUTTLE AP-DT	CAR-RNT COMP	CAR-RNT INTER
Akron	OH	\$ 9.90	\$ 10.15	\$ 23.65	\$ 138.50	Jan-02	Jan-01	\$ 32.00	\$ 11.50	\$ 49.00	\$ 62.50
Albany	NY	\$ 10.85	\$ 11.95	\$ 26.10	\$ 152.00	Jan-02	Jan-01	\$ 14.00	N/A	\$ 53.50	\$ 62.00
Albuquerque	NM	\$ 10.55	\$ 10.10	\$ 26.45	\$ 119.50	Jan-02	Jan-01	\$ 10.50	N/A	\$ 52.00	\$ 59.50
Allentown/Bethlehem	PA	\$ 9.10	\$ 10.10	\$ 23.20	\$ 115.50	Jan-02	Jan-01	\$ 12.00	N/A	\$ 52.50	\$ 57.50
Anaheim	CA	\$ 12.75	\$ 12.70	\$ 28.55	\$ 158.00	Jan-02	Jan-01	\$ 28.00	\$ 10.00	\$ 57.00	\$ 60.00
Anchorage	AK	\$ 11.65	\$ 11.30	\$ 25.30	\$ 233.50	Jan-02	Jan-01	\$ 14.00	N/A	\$ 43.50	\$ 46.50
Atlanta	GA	\$ 11.65	\$ 11.30	\$ 25.30	\$ 120.50	Jan-02	Jan-01	\$ 14.00	N/A	\$ 43.50	\$ 46.50
Austin	TX	\$ 14.25	\$ 13.90	\$ 32.20	\$ 176.00	Jan-02	Jan-01	\$ 21.40	\$ 10.00	\$ 79.50	\$ 89.00
Baltimore	MD	\$ 11.55	\$ 12.35	\$ 25.85	\$ 188.50	Jan-02	Jan-01	\$ 12.00	N/A	\$ 74.00	\$ 76.00
Baton Rouge	LA	\$ 10.25	\$ 10.60	\$ 25.10	\$ 214.50	Jan-02	Jan-01	\$ 20.00	\$ 23.00	\$ 81.00	\$ 86.50
Billings	MT	\$ 8.20	\$ 9.10	\$ 23.75	\$ 128.00	Jan-02	Jan-01	\$ 18.25	\$ 14.00	\$ 68.50	\$ 70.50
Birmingham	AL	\$ 11.05	\$ 10.20	\$ 27.40	\$ 86.50	Jan-02	Jan-01	\$ 6.25	N/A	\$ 46.00	\$ 50.50
Boise	ID	\$ 10.85	\$ 10.80	\$ 26.95	\$ 122.50	Jan-02	Jan-01	\$ 10.00	N/A	\$ 41.50	\$ 48.00
Boston/Cambridge	MA	\$ 16.25	\$ 14.20	\$ 36.80	\$ 118.00	Jan-02	Jan-01	\$ 10.00	N/A	\$ 50.00	\$ 54.50
Buffalo	NY	\$ 11.60	\$ 12.10	\$ 32.60	\$ 292.50	Jan-02	Jan-01	\$ 25.00	\$ 10.00	\$ 61.50	\$ 76.00
Burlington	VT	\$ 10.85	\$ 11.45	\$ 24.10	\$ 146.00	Jan-02	Jan-01	\$ 23.00	\$ 11.00	\$ 51.50	\$ 63.50
Charleston	WV	\$ 10.85	\$ 11.45	\$ 24.10	\$ 145.50	Jan-02	Jan-01	\$ 10.00	N/A	\$ 54.00	\$ 57.00
Charlotte	NC	\$ 8.85	\$ 11.15	\$ 22.15	\$ 112.50	Jan-02	Jan-01	\$ 10.00	N/A	\$ 54.00	\$ 57.00
Cheyenne	WY	\$ 10.85	\$ 11.45	\$ 28.05	\$ 110.50	Jan-02	Jan-01	\$ 10.00	N/A	\$ 55.50	\$ 60.00
Chicago	IL	\$ 10.00	\$ 9.90	\$ 22.25	\$ 168.50	Jan-02	Jan-01	\$ 17.50	\$ 10.00	\$ 71.00	\$ 85.00
Cincinnati	OH	\$ 10.00	\$ 9.90	\$ 22.25	\$ 98.00	Jan-02	Jan-01	\$ 5.00	N/A	\$ 32.50	\$ 34.50
Cleveland	OH	\$ 15.50	\$ 15.60	\$ 35.50	\$ 78.00	Jan-02	Jan-01	\$ 5.00	N/A	\$ 32.50	\$ 34.50
Columbia	SC	\$ 11.30	\$ 11.35	\$ 29.70	\$ 190.50	Jan-02	Jan-01	\$ 31.50	\$ 17.50	\$ 68.00	\$ 77.50
Columbus	OH	\$ 12.30	\$ 12.75	\$ 32.05	\$ 134.00	Jan-02	Jan-01	\$ 22.00	\$ 10.00	\$ 58.00	\$ 64.50
Dallas	TX	\$ 9.00	\$ 10.25	\$ 24.60	\$ 149.00	Jan-02	Jan-01	\$ 25.00	N/A	\$ 58.00	\$ 72.50
Dayton	OH	\$ 10.35	\$ 10.30	\$ 25.15	\$ 111.50	Jan-02	Jan-01	\$ 10.00	N/A	\$ 48.00	\$ 55.50
Denver	CO	\$ 13.70	\$ 13.15	\$ 34.85	\$ 123.50	Jan-02	Jan-01	\$ 17.50	\$ 9.25	\$ 64.00	\$ 77.00
Des Moines	IA	\$ 11.00	\$ 10.85	\$ 25.95	\$ 184.50	Apr-02	Apr-01	\$ 38.50	\$ 22.50	\$ 65.50	\$ 83.00
Detroit/Dearborn	MI	\$ 14.40	\$ 13.40	\$ 34.45	\$ 124.50	Apr-02	Apr-01	\$ 20.00	\$ 20.00	\$ 49.50	\$ 57.00
EL PASO	TX	\$ 8.50	\$ 9.75	\$ 21.05	\$ 151.50	Apr-02	Apr-01	\$ 43.00	\$ 17.00	\$ 49.50	\$ 59.50
Fargo	ND	\$ 11.60	\$ 12.85	\$ 30.15	\$ 100.00	Apr-02	Apr-01	\$ 9.00	N/A	\$ 46.00	\$ 50.50
Ft. Lauderdale	FL	\$ 11.20	\$ 11.00	\$ 27.65	\$ 169.00	Apr-02	Apr-01	\$ 30.00	\$ 19.00	\$ 67.50	\$ 74.00
Ft. Myers	FL	\$ 10.00	\$ 9.90	\$ 22.00	\$ 145.50	Apr-02	Apr-01	\$ 15.00	\$ 15.00	\$ 64.00	\$ 76.50
Ft. Worth	TX	\$ 11.15	\$ 12.15	\$ 31.70	\$ 81.00	Apr-02	Apr-01	\$ 10.00	N/A	\$ 42.50	\$ 54.00
Grand Rapids	MI	\$ 11.15	\$ 12.15	\$ 31.70	\$ 154.50	Apr-02	Apr-01	\$ 12.00	\$ 9.00	\$ 42.00	\$ 50.50
		\$ 7.30	\$ 7.70	\$ 22.70	\$ 207.00	Apr-02	Apr-01	\$ 12.00	\$ 9.00	\$ 42.00	\$ 50.50
		\$ 7.30	\$ 7.70	\$ 22.70	\$ 116.50	Jul-95	Jul-94	N/A	N/A	N/A	N/A
		\$ 7.30	\$ 7.70	\$ 22.70	\$ 87.00	Jul-95	Jul-94	N/A	N/A	N/A	N/A
		\$ 10.75	\$ 10.40	\$ 27.60	\$ 116.00	Apr-02	Apr-01	\$ 47.00	\$ 30.00	\$ 65.50	\$ 83.00
		\$ 9.30	\$ 10.30	\$ 26.60	\$ 114.00	Apr-02	Apr-01	\$ 21.00	N/A	\$ 60.50	\$ 66.00

CITY OF MIAMI .CH
HOTEL & MEAL ALLOWANCE GUIDE
EFFECTIVE - OCT 1, 2002

City	State	Breakfast	Lunch	Dinner	Avg. Hotel	Eff. Dates	Last Rev. Date	TAXI AP-DT	SHUTTLE AP-DT	CAR-RNT	
										COMP	INTER
Greenville/Spartanburg	SC	\$ 10.20	\$ 10.35	\$ 24.55	\$ 113.00	Apr-02	Apr-01	\$ 21.00	N/A	\$ 43.50	\$ 60.50
Harrisburg	PA	\$ 11.05	\$ 11.55	\$ 26.70	\$ 131.50	Apr-02	Apr-01	\$ 19.00	N/A	\$ 43.50	\$ 55.00
Hartford	CT	\$ 12.30	\$ 12.65	\$ 32.10	\$ 172.50	Apr-02	Apr-01	\$ 28.00	\$ 11.00	\$ 58.00	\$ 63.50
Honolulu	HI	\$ 14.45	\$ 13.55	\$ 32.15	\$ 149.00	Apr-02	Apr-01	\$ 15.00	\$ 8.00	\$ 59.00	\$ 60.00
Houston	TX	\$ 13.10	\$ 13.05	\$ 39.05	\$ 223.50	Apr-02	Apr-01	\$ 36.75	\$ 11.00	\$ 79.50	\$ 94.00
Indianapolis	IN	\$ 12.55	\$ 11.25	\$ 26.05	\$ 180.00	Apr-02	Apr-01	\$ 21.50	\$ 13.00	\$ 58.50	\$ 65.50
Jackson	MS	\$ 9.75	\$ 9.95	\$ 24.60	\$ 107.50	Apr-02	Apr-01	\$ 22.50	N/A	\$ 76.50	\$ 81.50
Jacksonville	FL	\$ 10.05	\$ 10.30	\$ 26.40	\$ 165.50	Apr-02	Apr-01	\$ 22.50	\$ 10.00	\$ 50.00	\$ 55.00
Kansas City	MO	\$ 11.70	\$ 13.00	\$ 31.95	\$ 152.50	Apr-02	Apr-01	\$ 32.50	\$ 11.00	\$ 67.00	\$ 69.50
Knoxville/Oak Ridge	TN	\$ 9.20	\$ 10.85	\$ 23.35	\$ 114.00	Apr-02	Apr-01	\$ 19.00	\$ 19.00	\$ 52.00	\$ 61.00
Las Vegas	NV	\$ 12.05	\$ 11.60	\$ 22.85	\$ 172.50	Apr-02	Apr-01	\$ 14.70	\$ 6.75	\$ 56.50	\$ 64.00
Lexington	KY	\$ 10.35	\$ 10.50	\$ 23.25	\$ 126.50	Apr-02	Apr-01	\$ 15.00	N/A	\$ 59.50	\$ 66.50
Little Rock	AR	\$ 10.70	\$ 10.55	\$ 29.15	\$ 103.50	Apr-02	Apr-01	\$ 10.00	N/A	\$ 56.50	\$ 61.00
Los Angeles	CA	\$ 16.50	\$ 14.70	\$ 36.80	\$ 190.50	Apr-02	Apr-01	\$ 27.50	\$ 19.50	\$ 47.00	\$ 62.50
Louisville	KY	\$ 12.35	\$ 11.35	\$ 30.50	\$ 120.50	Apr-02	Apr-01	\$ 14.00	N/A	\$ 60.00	\$ 63.50
Madison	WI	\$ 9.85	\$ 10.40	\$ 25.85	\$ 125.00	Jul-02	Jul-01	\$ 10.00	N/A	\$ 66.50	\$ 69.50
Manchester	NH	\$ 9.85	\$ 10.30	\$ 22.25	\$ 153.00	Jul-02	Jul-01	\$ 10.00	N/A	\$ 51.00	\$ 57.00
Memphis	TN	\$ 9.75	\$ 11.65	\$ 25.40	\$ 136.00	Jul-02	Jul-01	\$ 23.75	N/A	\$ 52.00	\$ 69.00
Miami 01/01-05/01	FL	\$ 13.85	\$ 13.55	\$ 34.80	\$ 211.00	Jul-02	Jul-01	\$ 19.00	\$ 9.50	\$ 50.00	\$ 54.50
05/01-01/01		\$ 13.85	\$ 13.55	\$ 34.80	\$ 158.50	Jul-02	Jul-01	\$ 18.50	\$ 9.50	\$ 50.00	\$ 54.50
Milwaukee	WI	\$ 11.20	\$ 11.45	\$ 27.20	\$ 135.00	Jul-02	Jul-01	\$ 27.00	\$ 15.00	\$ 62.50	\$ 66.50
Minneapolis	MN	\$ 12.75	\$ 13.65	\$ 32.30	\$ 179.00	Jul-02	Jul-01	\$ 20.00	\$ 19.00	\$ 45.50	\$ 55.50
Mobile	AL	\$ 10.25	\$ 10.50	\$ 26.35	\$ 102.00	Jul-02	Jul-01	\$ 20.00	\$ 11.00	\$ 67.00	\$ 74.50
Nashville	TN	\$ 13.35	\$ 12.60	\$ 30.70	\$ 162.00	Jul-02	Jul-01	\$ 15.00	\$ 3.85	\$ 85.00	\$ 92.00
Newark	NJ	\$ 11.75	\$ 12.60	\$ 26.50	\$ 203.50	Jul-02	Jul-01	\$ 12.00	N/A	\$ 64.00	\$ 68.00
New Haven	CT	\$ 10.80	\$ 10.60	\$ 26.10	\$ 211.50	Jul-02	Jul-01	\$ 26.50	\$ 13.00	\$ 82.00	\$ 89.00
New York -Manhattan	NY	\$ 22.40	\$ 21.30	\$ 48.60	\$ 308.50	Jul-02	Jul-01	\$ 24.00	\$ 10.00	\$ 88.50	\$ 96.50
New Orleans	LA	\$ 13.45	\$ 13.20	\$ 32.65	\$ 176.00	Jul-02	Jul-01	\$ 16.50	\$ 15.00	\$ 53.50	\$ 58.00
Norfolk	VA	\$ 10.95	\$ 11.20	\$ 28.15	\$ 154.50	Jul-02	Jul-01	\$ 23.00	\$ 27.50	\$ 55.50	\$ 74.00
Oakland/Berkeley	CA	\$ 12.05	\$ 14.00	\$ 31.40	\$ 180.50	Jul-02	Jul-01	\$ 13.00	\$ 9.00	\$ 71.00	\$ 76.00
Oklahoma City	OK	\$ 10.85	\$ 10.60	\$ 24.80	\$ 123.00	Jul-02	Jul-01	\$ 6.00	N/A	\$ 60.50	\$ 65.00
Omaha	NE	\$ 10.25	\$ 9.50	\$ 21.70	\$ 108.00	Jul-02	Jul-01	\$ 27.50	\$ 12.00	\$ 54.50	\$ 57.00
Orlando	FL	\$ 11.50	\$ 11.45	\$ 27.80	\$ 145.00	Jul-02	Jul-01	\$ 11.45	N/A	\$ 63.00	\$ 66.00
Peoria	IL	\$ 9.10	\$ 10.10	\$ 23.05	\$ 97.00	Jul-02	Jul-01	\$ 21.50	\$ 10.00	\$ 67.50	\$ 78.50
Philadelphia	PA	\$ 12.70	\$ 14.65	\$ 35.50	\$ 214.00	Jul-02	Jul-01	\$ 14.00	\$ 7.00	\$ 49.50	\$ 53.50
Phoenix 01/01-05/01	AZ	\$ 12.85	\$ 12.80	\$ 28.55	\$ 195.50	Jul-02	Jul-01	\$ 14.00	\$ 7.00	\$ 49.50	\$ 53.50
05/01-09/01		\$ 12.85	\$ 12.80	\$ 28.55	\$ 107.50	Jul-02	Jul-01	\$ 14.00	\$ 7.00	\$ 49.50	\$ 53.50
09/01-01/01		\$ 12.85	\$ 12.80	\$ 28.55	\$ 160.00	Jul-02	Jul-01	\$ 14.00	\$ 7.00	\$ 49.50	\$ 53.50

CITY OF MIAMI CH
HOTEL & MEAL ALLOWANCE GUIDE
EFFECTIVE - OCT 1, 2002

City	State	Breakfast	Lunch	Dinner	Avg. Hotel	Eff. Dates	Last Rev. Date	TAXI AP-DT	SHUTTLE AP-DT	CAR-RNT COMP	CAR-RNT INTER
Pittsburgh	PA	\$ 12.45	\$ 12.80	\$ 33.60	\$ 147.50	Jul-02	Jul-01	\$ 29.00	\$ 14.00	\$ 69.50	\$ 84.00
Portland 07/01-11/01	ME	\$ 14.40	\$ 11.40	\$ 26.30	\$ 192.00	Jul-02	Jul-01	\$ 8.00	N/A	\$ 50.50	\$ 68.50
Portland 11/01-07/01		\$ 14.40	\$ 11.40	\$ 26.30	\$ 153.50	Jul-02	Jul-01	\$ 8.00	N/A	\$ 50.50	\$ 68.50
Portland	OR	\$ 12.95	\$ 11.75	\$ 28.25	\$ 165.50	Jul-02	Jul-01	\$ 25.00	\$ 15.00	\$ 68.50	\$ 75.50
Providence	RI	\$ 10.70	\$ 11.55	\$ 25.85	\$ 215.50	Jul-02	Jul-01	\$ 22.40	\$ 9.00	\$ 57.00	\$ 66.50
Raleigh	NC	\$ 11.30	\$ 10.90	\$ 28.10	\$ 172.00	Jul-02	Jul-01	\$ 24.00	\$ 20.00	\$ 71.00	\$ 74.50
Richmond	VA	\$ 11.75	\$ 11.80	\$ 27.15	\$ 147.00	Jul-02	Jul-01	\$ 23.00	\$ 15.50	\$ 58.50	\$ 60.00
Riverside/San Bernardino	CA	\$ 11.30	\$ 11.35	\$ 25.75	\$ 130.00	Jul-02	Jul-01	\$ 40.00	\$ 34.00	\$ 59.50	\$ 62.50
Rochester	NY	\$ 11.20	\$ 10.90	\$ 27.60	\$ 138.00	Jul-02	Jul-01	\$ 13.00	N/A	\$ 55.50	\$ 58.00
Sacramento	CA	\$ 13.95	\$ 12.75	\$ 28.30	\$ 168.50	Oct-02	Oct-01	\$ 25.00	\$ 10.00	\$ 67.00	\$ 74.00
Salt Lake City	UT	\$ 12.80	\$ 11.85	\$ 29.40	\$ 165.00	Oct-02	Oct-01	\$ 14.40	N/A	\$ 53.00	\$ 64.00
San Antonio	TX	\$ 14.70	\$ 13.05	\$ 30.50	\$ 159.00	Oct-02	Oct-01	\$ 15.00	\$ 8.00	\$ 68.50	\$ 71.50
San Diego	CA	\$ 15.25	\$ 14.30	\$ 37.20	\$ 216.00	Oct-02	Oct-01	\$ 12.00	\$ 7.00	\$ 58.00	\$ 76.00
San Francisco	CA	\$ 18.30	\$ 15.70	\$ 38.35	\$ 225.50	Oct-02	Oct-01	\$ 32.00	\$ 14.00	\$ 73.00	\$ 81.00
San Jose/Silicon Valley	CA	\$ 14.25	\$ 13.85	\$ 33.80	\$ 230.00	Oct-02	Oct-01	\$ 25.00	\$ 13.50	\$ 54.00	\$ 61.00
Scranton/Wilkes-Barre	PA	\$ 9.75	\$ 10.10	\$ 22.75	\$ 96.00	Oct-02	Oct-01	\$ 17.50	N/A	\$ 60.00	\$ 63.50
Seattle	WA	\$ 15.40	\$ 15.15	\$ 35.20	\$ 165.50	Oct-02	Oct-01	\$ 30.00	\$ 8.50	\$ 78.50	\$ 81.00
Shreveport	LA	\$ 9.20	\$ 9.40	\$ 25.05	\$ 104.50	Oct-02	Oct-01	\$ 13.00	N/A	\$ 62.50	\$ 66.50
Sioux Falls	SD	\$ 9.55	\$ 10.00	\$ 22.95	\$ 97.00	Oct-02	Oct-01	\$ 6.50	\$ 6.50	\$ 58.00	\$ 63.50
Spokane	WA	\$ 11.70	\$ 11.40	\$ 29.05	\$ 95.50	Oct-02	Oct-01	\$ 15.50	N/A	\$ 43.00	\$ 56.00
Springfield	MA	\$ 11.05	\$ 10.75	\$ 24.30	\$ 166.00	Oct-02	Oct-01	\$ 36.00	\$ 11.00	\$ 58.00	\$ 63.50
St. Louis	MO	\$ 14.40	\$ 12.95	\$ 37.10	\$ 150.50	Oct-02	Oct-01	\$ 32.00	\$ 10.00	\$ 68.00	\$ 72.50
St. Paul	MN	\$ 12.05	\$ 11.95	\$ 27.70	\$ 168.00	Oct-02	Oct-01	\$ 18.50	\$ 10.00	\$ 84.50	\$ 88.50
Syracuse	NY	\$ 8.75	\$ 10.35	\$ 23.75	\$ 162.50	Oct-02	Oct-01	\$ 16.70	N/A	\$ 59.00	\$ 66.00
Tallahassee	FL	\$ 9.00	\$ 9.75	\$ 23.70	\$ 109.50	Oct-00	Oct-00	N/A	N/A	N/A	N/A
Tampa 01/01-05/01	FL	\$ 12.15	\$ 12.05	\$ 31.30	\$ 242.00	Oct-02	Oct-01	\$ 17.50	N/A	\$ 57.50	\$ 62.00
Tampa 05/01-01/01		\$ 12.15	\$ 12.05	\$ 31.30	\$ 208.50	Oct-02	Oct-01	\$ 17.50	N/A	\$ 57.50	\$ 62.00
Toledo	OH	\$ 9.85	\$ 11.10	\$ 24.35	\$ 111.00	Oct-02	Oct-01	\$ 35.00	N/A	\$ 66.50	\$ 69.00
Tucson 01/01-06/01	AZ	\$ 10.95	\$ 10.45	\$ 22.85	\$ 143.00	Oct-02	Oct-01	\$ 16.00	\$ 12.00	\$ 57.50	\$ 69.00
Tucson 06/01-01/01		\$ 10.95	\$ 10.45	\$ 22.85	\$ 98.50	Oct-02	Oct-01	\$ 16.00	\$ 12.00	\$ 57.50	\$ 69.00
Tulsa	OK	\$ 12.00	\$ 10.70	\$ 22.75	\$ 139.50	Oct-02	Oct-01	\$ 16.00	N/A	\$ 67.50	\$ 73.00
Washington	DC	\$ 15.30	\$ 16.65	\$ 44.60	\$ 243.00	Oct-02	Oct-01	\$ 12.50	\$ 8.00	\$ 64.00	\$ 75.50
WPB/Boca 05/01-12/15	FL	\$ 8.30	\$ 8.55	\$ 21.05	\$ 78.50	Sep-95	Sep-94	N/A	N/A	N/A	N/A
WPB/Boca 12/15-05/01		\$ 8.30	\$ 8.55	\$ 21.05	\$ 126.50	Sep-95	Sep-94	N/A	N/A	N/A	N/A
Wichita	KS	\$ 10.05	\$ 10.30	\$ 24.40	\$ 145.00	Oct-02	Oct-01	\$ 8.00	N/A	\$ 62.50	\$ 73.00
Wilmington	DE	\$ 10.30	\$ 11.25	\$ 25.30	\$ 172.00	Oct-02	Oct-01	\$ 75.00	\$ 37.50	\$ 67.50	\$ 78.50
Youngstown	OH	\$ 8.90	\$ 8.85	\$ 21.90	\$ 111.00	Oct-02	Oct-01	\$ 20.00	N/A	\$ 72.00	\$ 77.50

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY
COMMISSION OF THE CITY OF MIAMI
BEACH, FLORIDA, CONFIRMING THE
CITY'S POLICY TO USE THE
RUNZHEIMER MEAL AND LODGING COST
INDEX FOR PER DIEM AND TRAVEL
EXPENSES.**

WHEREAS, pursuant to Senate Bill 1426, which was passed during the regular session of the 2003 Florida Legislature, Section 166.021(10)(b) of the Florida Statutes was amended to provide that any municipality may establish a per diem and travel expense policy which varies from the provisions of Section 112.061 of the Florida Statutes; and

WHEREAS, Section 166.021(10)(b), as recently amended, provides that any municipal policy which existed as of January 1, 2003 shall be valid and in effect for that municipality until otherwise amended; and

WHEREAS, 166.021(10)(b) of the Florida Statutes, as amended, further states that a municipality that provides a per diem and travel expense policy pursuant to this subsection shall be deemed to be exempt from all provisions of Section 112.061 of the Florida Statutes; and

WHEREAS, the reimbursement amounts provided in Section 112.061 of the Florida Statutes are outdated, restrictive, and provide for unreasonable reimbursement amounts for persons traveling on City business; and

WHEREAS, City policy existing as of January 1, 2003 for the reimbursement of per diem and travel expenses for persons traveling on City business was the Runzheimer Meal and Lodging Cost index which is based upon reasonable amounts for travel and per diem expenses; and

WHEREAS, the Administration recommends that the City Commission confirm and formalize its policy to use the Runzheimer Meal and Lodging Cost Index as its method of reimbursement of per diem and travel expenses for persons traveling on City business.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Runzheimer Meal and Lodging Cost Index should continue to be utilized to reimburse persons traveling on City business for per diem and travel expenses and is hereby confirmed as City policy.

PASSED AND ADOPTED this _____ day of _____, 2003

MAYOR

ATTEST

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney 

7-22-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, setting a Public Hearing on September 10, 2003 to consider executing a Ground Lease Agreement between the City of Miami Beach and the New World Symphony for the development of a portion of the surface parking lot, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen ("Soundspace"); and further to consider a waiver, by 5/7ths vote, of the competitive bidding and appraisal requirements; as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City.

Issue:

Setting Public Hearing to consider executing a lease agreement and waiver of competitive bidding and appraisal requirements.

Item Summary/Recommendation:

Adopt the Resolution.

Advisory Board Recommendation:

Cultural Arts Council – March 7, 2003
Lincoln Road Marketing Association – March 11, 2003 and July 8, 2003
Convention Center Advisory Board – April 29, 2003
Transportation and Parking Committee - May 13 and June 3, 2003
Land Use and Development Committee – July 14, 2003
Finance and Citywide Projects Committee – April 21, June 17 and July 16, 2003

Financial Information:

Amount to be expended: None

**Source of
Funds:**



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\jul3003\consent\NWS_Lease_PH.SUM.doc

AGENDA ITEM

C7E

DATE

7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING ON SEPTEMBER 10, 2003, TO CONSIDER EXECUTING A GROUND LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"); AND FURTHER TO CONSIDER A WAIVER, BY 5/7THS VOTE, OF THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Concurrent with completion of the first phase of the 17th Street Master Plan study (Master Plan) by Zyscovich, Inc., in October, 2001, the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Soundspace design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with a 700-seat (+/-) performance space, classroom/educational, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on the west surface lot, just to the north of the existing NWS Theater on Lincoln Road. On March 11, 2003, the NWS announced its hiring of world renowned architect, Frank Gehry of Gehry Partners, to design the Project. Frank Gehry will lead a consulting team that will also include Zyscovich Architects, Nagata Acoustics, Theatre Project Consultants and Donnell Consultants.

On January 8, 2003, the Administration referred an item to the Finance and Citywide Projects to specifically address several issues, including but not limited to, the lay-out and design of the proposed facility; the consideration for the ground lease; the amount of the City's contribution towards the design and construction of the parking structure to partially serve the facility's needs; the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot); and the configuration and use of the east surface lot.

On April 21, 2003, the Administration presented a summary of preliminary terms to the Finance and Citywide Projects Committee, which continues to provide a basis for negotiations towards a Development and Lease Agreement. At the time, certain key issues identified above were addressed as follows:

- Design: the lay-out and design of the proposed facility has not been finalized pending Frank Gehry's review of the site and presentation of optimal siting alternatives.
- Rental: the consideration for the ground lease was discussed and the NWS proposes non-monetary contributions comprised of direct economic benefits, with an estimated value of \$780,000, consisting of the following:
 - Educational contributions - \$250,000
 - Free public presentations - \$280,000
 - Programming of the projection screens - \$200,000
 - Free concert for the City - \$50,000

Additional indirect economic impacts include job creation, cultural economic benefits and visitor attraction and spending, in lieu of rental payments.

- Parking Cost: the amount of the City's contribution towards the design and construction of the parking structure to serve the facility's needs, in whole or in part, was discussed and the concept of the City capping its contribution at a fixed total cost and NWS assuming responsibility for any overage due to design or construction risk was supported;
- Construction Sequencing: the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot) was also discussed and the Administration purported that negotiations contemplated replacement parking being built prior to any displacement on the surface lots; and
- Adjacent Lot: the configuration and use of the east surface lot was also discussed and members of the public expressed concern regarding displacing ancillary parking that serves the 300 and 400 block of Lincoln Road.

The Committee passed a motion expressing their support for the proposed project and directing Administration to proceed with their efforts of securing a lease with the New World Symphony at a rental rate of one dollar a year plus the in kind economic impacts the City will receive by the completion of said project for a long term lease, contingent on the following: all displaced parking being replaced and additional parking lots/garages being built to accommodate increased parking necessities; the City will operate all new garages as part of the City of Miami Beach Parking Program; and, review by the Transportation and Parking Committee, and the Land Use and Development Committee.

Concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input. On July 29, 2003 a town hall meeting was held at the Lincoln Theater and will be verbally reported on at the City Commission meeting.

Since January, 2003, the NWS has presented its plans before the Cultural Arts Council, the Lincoln Road Marketing Association, the Convention Center Advisory Board, the Tuesday Morning Breakfast Club, the Land Use and Development Committee and on two occasions before the Parking and Transportation Committee, and three times before the Finance and Citywide Projects Committee. It should be noted that after the second presentation before the Parking and Transportation Committee on June 3, 2003, the Committee voted to support the Project in concept, subject to the following conditions:

- the City commits to replacing all lost/impacted parking;
- that construction will be phased to mitigate impact to area businesses and parking;
- to enhance linkages to Lincoln Road;
- to maintain a concurrency level no lower than "D" ;
- to provide handicapped parking access on North Lincoln Lane; and
- to bring back concept plans for the facility and adjacent parking areas.

While support for the Project is generally widespread, there is also some degree of opposition and/or strong concern particularly from certain office, hotel and retail businesses on Lincoln Road or within close proximity to the 17th Street surface lots. The primary concerns involve the loss of parking spaces within an acceptable walking distance from the respective businesses (regardless of the City's commitment to replace and enhance parking spaces displaced by the Project), as well as the potential adverse impact from a concurrency perspective. There was also concern expressed that the City should not be focusing its resources on cultural venues when instead it should be pursuing tourism and visitor-related enhancements, obviously not recognizing the projected cultural tourism impact and financial benefits of the expansion of an established educational facility.

From a parking capacity perspective, the NWS in conjunction with City staff, prepared a parking capacity overview (attached hereto), that provided a review of the existing conditions, projected future parking capacity and construction sequencing. The following chart summarizes the most current expectations revising the projected number of spaces at the 17th Street surface lots and reducing the number of projected spaces at City Hall Expansion Garage due to the potential Intermodal Component. The below chart also does not project the future development of the P-Lot.

Parking Lots	Existing Number Spaces	Proposed Number Spaces (low end)	Proposed Number Spaces (high end)
17 th Street Surface Lots	508	320	400
City Hall Expansion Garage	152	450	600
Total	660	770	1,000
Less:		660	660
Existing spaces:			
Net Gain of spaces:		110	340

On June 17, 2003, the Administration provided the Finance and Citywide Projects Committee with an updated term sheet, at which time the cost of parking had not been negotiated, and it was reported that the intent was to have a Development Agreement drafted in time for a first reading at a Public Hearing to be scheduled for the July 30, 2003 Commission meeting. Commissioner Smith recommended that the Agreement contain a “drop-dead date” provision, requiring that in the event the Project fails to proceed within a specified time frame from the date the NWS takes possession of the site, the site reverts back to the City. In addition, the NWS should provide evidence annually of its ongoing financial capacity to operate and maintain the Project. Additionally, the Committee asked for the following items: an update concept plan/sketch of the proposed facility and adjacent parking, incorporating the modified parking plan for the east lot with an enhanced pedestrian linkage and greenway between 17th Street and Lincoln Road, a design reflecting compatibility with the area scale and architecture, further community outreach with the area hotels and Lincoln Road businesses/property owners, and an operating pro-forma for Soundspace.

At the City Commission meeting on July 2, 2003, during the setting of the aforementioned Public Hearing, the Commission voted to expand the area scope of the Development Agreement, to encompass both surface lots, thereby providing Frank Gehry, the project architect and designer, a greater degree of flexibility in the design and layout of Soundspace, the parking facility, the green space and other aspects of the proposed Project.

Since the last Commission report, the Administration has been working with the NWS to finalize the Development and Lease Agreements, addressing the following issues:

- Pursuant to an analysis of comparable parking structures, the City has determined that its maximum contribution associated with the construction of NWS’ estimated 320-space parking facility, shall not exceed \$12,250 per space plus 12.5% for soft costs (inclusive of any Prevailing Wage requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations. NWS will pay for any incremental costs associated with Garage design and construction, thereby mitigating the City’s construction risk. If ground floor commercial accessory use/retail space is required, the parties agree to meet and negotiate respective responsibilities.
- On the July 2 Commission Agenda, there was a referral item to the Planning Board concerning a proposed amendment to the “CCC” Development Regulations to allow for waiver of Development Regulations for parking so no encumbrance of Garage is required. The legislative intent is that all parking displaced by the Project shall be replaced and required parking will be provided. Consideration for this waiver will be NWS’ funding for public parking costs in excess of the City’s cap. The Planning Board meeting has been scheduled for July 29, 2003. Pursuant to the recommendation of the Planning Board, this item will have to be brought back to the City Commission for approval in the form of two readings, the first of which will be held at today’s date and the second meeting on September 10, 2003. The actual waiver will be considered at a subsequent meeting.

- In accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property for a period of more than five years, including option years is subject a public hearing process, a planning analysis, a public bidding requirement and appraisal requirements. This Resolution calls for approval of the Development Agreement on first reading and sets the second Public Hearing for September 10, 2003, for a second and final reading of the Development Agreement and approval of a Lease Agreement between the City and the NWS. Additionally, on September 10, 2003, in connection with approval of the Lease Agreement, the City Commission will be asked to waive, by 5/7th vote, the competitive bidding and appraisal requirements.
- Since a concept plan will not be ready in time for the first or second reading of the Development Agreement, the Design Team will prepare a massing plan, which will reflect (based upon the preliminary dimensions of the Project's facilities), the proposed locations and layout of the facilities. The final design of the Project shall be subject to Planning Board review and final approval of the City Commission at a later date, pursuant to the terms negotiated in the Development Agreement.
- In order for the NWS' plans to proceed, the City must proceed with the construction of the City Hall expansion garage. To this end, CIP has placed an item on the July 30 Commission Agenda, requesting authorization to proceed with program management services to proceed with the programming aspects and design of the parking facility. To the extent that the City Hall Expansion Garage is not completed by May 1, 2007, NWS has requested the ability to proceed with the construction of its Project.

On July 14, 2003 and July 16, 2003, the Administration provided a report on the updated terms and conditions of the proposed Development Agreement to both the Land Use and Development Committee and Finance and Citywide Projects Committee respectively. While the Land Use Committee did not take action, certain members expressed concern with the City's proposed share in the cost of developing a parking facility for the NWS as part of the parking expansion described in the master planned development. While the Land Use Committee was intended to discuss the project concept plan and layout, they were informed that Bernard Zyschovich and Frank Gehry would be working on blocking diagrams of alternative site plans that would be presented on July 30, 2003 and that the Development Agreement contemplates City Commission approval of a final concept plan at a future date once the optimal project concept plan was finalized.

On July 16, 2003, certain members of the Finance and Citywide Projects Committee expressed similar concerns but voted to support the Development Agreement, subject to the following conditions:

1. that the Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project. Section 3.2(b) defines this at a minimum of \$40 Million – for hard costs inclusive of furnishings, fixtures and equipment.

2. that the Design Team seek to maximize the number of parking places in the design and layout of the Project.
3. that the issue concerning the City's proposed level of investment in NWS' parking component be revisited during the July 30 Commission meeting.

While the Development Agreement reflects negotiated terms between the parties, there are two (2) primary outstanding issues that must be addressed by the City Commission:

Funding commitments for the Public Parking Facility adjacent to Soundspace:

Since the Parking component remains an outstanding issue, by way of background, it is important to note that in the referral memorandum of January 8, 2003, the Administration presented the following issue:

- Additionally, NWS is looking to the City to absorb the cost of constructing a parking facility to meet its parking requirements. The Master Plan contemplates a 240-350 space facility (which includes an estimated 175 spaces to meet NWS' parking requirements), to be built adjacent to Sound Space...Required Parking – While the City has agreed to construct and operate a new parking facility to meet the requirements of the NWS, the cost to do so will be significant. Based on a preliminary estimated requirement of 175 parking spaces and an estimated construction cost of \$15,000 per space, the facility could cost upwards of \$2.6 Million.

Based on the direction received at the April 21, 2003 Finance and Citywide Projects Committee, the Administration proceeded negotiating a fixed cost contribution for construction of the municipal parking facility adjacent to Soundspace whereby the NWS will pay for any incremental costs associated with Garage construction and design, thereby mitigating the City's construction risk. The fixed rate cost reflected in the term sheet is not to exceed \$12,250 per space plus 12.5% for soft costs (inclusive of any Prevailing Wage requirements and all site development costs, permit and concurrency fees), subject to annual South Florida construction CPI escalations. **The City Commission must address the City's proposed level of investment in NWS' parking component.**

2) NWS Possession Date:

Throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of either surface parking lot for construction of garage. The City Hall Expansion Garage, must be built and completed, or an alternate acceptable replacement parking location must be identified, prior to NWS's commencement of Garage and Soundspace construction. However, the NWS has expressed strong concern and reservations if the City Hall Expansion Garage is not substantially complete by June 2006, they have requested the ability to proceed with the construction of the project. The City has preferred a date of **May 2007** if NWS has obtained a building permit and issued a notice to proceed to its Contractor, the City would agree to identify an alternate acceptable replacement parking location to enable the NWS to proceed with construction of the project.

CIP has provided a conservative design and construction schedule for the City Hall Expansion Garage as follows:

- A/E Contract Award – April 2004
- BODR Approval – March 2005
- Design Review Board Approval – July 2005
- Construction Documents Completion – June 2006
- Construction Substantial Completion – November 2007
- Construction Final Completion – February 2008

The May 2007 timeframe assumes that the NWS has obtained a building permit and issued a notice to proceed to their general contractor and would result in a 6 month period in which both, one of the surface lots (i.e. approximately 250 spaces) and the west City Hall lot (i.e. approximately 152 spaces) will be unavailable. It would be the City's intent to segregate approximately 300 spaces within the P-Lot during such time period so that City employees would not utilize the 17th Garage and relocate to the P-lot until substantial completion of the City Hall Expansion Garage is achieved. While the primary impact may affect the Convention Center bookings, at this time, the only shows scheduled during this timeframe are the Annual shows as follows: (some coincident shows may also have a similar impact, but at this time it's too early to tell, as the Convention Center does not contract those smaller shows until two years out)

- Home Show – Labor Day weekend
- SHOPA (Trade Show) – late September
- Jewelry – late Sept-early Oct
- Auto Show – late Oct-early Nov.
- IBEX (Boat Trade Show) – late Oct-early Nov
- Art Basel – early Dec

The City Commission must address if the NWS's request for an earlier possession date, i.e. May 2007, prior to achieving substantial completion of the City Hall Expansion Garage would be acceptable.

CONCLUSION

A revised Term Sheet, summarizing the terms of the Development Agreement is attached to this memorandum.

Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, provides that the lease of any City-owned property, including option periods, requires the following:

- a public bidding process
- a Planning Department analysis
- an independent appraisal to determine the value of the leasehold interest
- a public hearing to obtain citizen input

Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions.

There is also a requirement that there be a minimum fifteen (15) day advertised notice advising of the public hearing. In order to enable the Mayor and City Commission to hold the public hearing in a timely manner, the Administration is recommending that the date for said public hearing be set at this time.

On September 10, 2003, the Administration will recommend the proposed lease with the New World Symphony to be in the City's best interest and thereby recommend waiving the competitive bidding and appraisal requirements. As such, the Administration recommends that the Mayor and City Commission set the public hearing for September 10, 2003, to consider the proposed Lease and proposed waiver of the competitive bidding and appraisal requirements.

JMG/CMC:KOB

T:\AGENDA\2003\jul3003\consent\NWS_Lease_PH_Set1.MEM.doc

Attachments

1. Term Sheet
2. Timeline
3. Public Benefit
4. NWS Operating Proforma
5. Preliminary Master Plan
6. Parking Capacity Review and Phasing Plan

**SEE ITEM R7I
FOR ATTACHMENTS 1-6**

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING ON SEPTEMBER 10, 2003, TO HEAR PUBLIC COMMENT REGARDING A GROUND LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"); FURTHER TO CONSIDER A WAIVER, BY 5/7THS VOTE, OF THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

WHEREAS, concurrent with completion of the first phase of the 17th Street Master Plan study by Zyscovich, Inc., in October, 2001, (Master Plan), the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed ground lease involving a portion of the 17th Street Surface Parking Lot to accommodate the development and construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen, referred to as "Soundspace", as well as (not part of the ground lease proposal), an adjacent 320 (+/-) public parking garage facility (the Project); and

WHEREAS, concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input relative to the proposed Project; and

WHEREAS, since January, 2003, NWS has presented its plans and proposed terms before the Cultural Arts Council, the Lincoln Road Marketing Association, the Convention Center Advisory Board, the Tuesday Morning Breakfast Club, the Parking and Transportation Committee, the Land Use and Development Committee and the Finance and Citywide Projects Committee; and

WHEREAS, on July 16, 2003, the Finance and Citywide Projects Committee voted to support the Project subject to certain conditions, including:

1. the Development Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project;
2. that the Project's Architect will endeavor to maximize the number of parking places in the design and layout; and

3. that further consideration be given to the City's proposed level of investment in NWS' parking component; and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, requires a public bidding process, a Planning Department analysis, and an independent appraisal to determine the value of the leasehold interest; as well as a public hearing to obtain citizen input; and

WHEREAS, Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, set a public hearing on September 10, 2003, to hear public comment regarding a Ground Lease Agreement between the City of Miami Beach and the New World Symphony for the development of a portion of the surface parking lot, bounded by 17th Street to the North, Lincoln Lane North to the South, Drexel Avenue to the East and Pennsylvania Avenue to the West, for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen ("Soundspace"); and further to consider a waiver, by 5/7ths vote, of the competitive bidding and appraisal requirements; as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City.

PASSED and ADOPTED this _____ day of July, 2003.

ATTEST:


CITY CLERK

MAYOR

JMG\CMC\KOB

T:\Agenda\Jul30\Consent\NWS_Lease_PHearing.RES.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-24-03

Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the expenditure of Resort Tax Funds in the amount of \$45,000, and authorizing the Mayor to execute a Memorandum of Understanding with Miami-Dade County for the Free Trade Area of the Americas (FTAA) Ministerial to be held in Miami-Dade County in November, 2003.

Issue:

Shall the City participate with Miami-Dade County, the City of Miami, and the City of Coral Gables in supporting the FTAA Ministerial?


Item Summary/Recommendation:

The Federal Government has selected Miami-Dade County as the host for the next FTAA Trade Ministerial in November, 2003. This meeting will showcase the community and promote Miami-Dade County as the logical site for the permanent Secretariat of the FTAA. The Administration recommends adoption of the resolution.

Advisory Board Recommendation:

July 16, 2003 Finance and Citywide Projects Committee


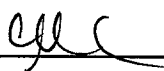
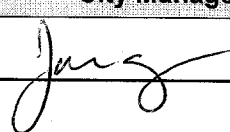
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	\$45,000	Resort Tax	
	2			
	3			
	4			
	Total	\$45,000		

City Clerk's Office Legislative Tracking:

Kevin Crowder

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C7F
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: RESOLUTION AUTHORIZING EXPENDITURE OF RESORT TAX FUNDS IN THE AMOUNT OF \$45,000 TO SUPPORT THE FREE TRADE AREA OF THE AMERICAS (FTAA) PROCESS, AND AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY FOR THE FREE TRADE AREA OF THE AMERICAS MINISTERIAL AND THE VIII AMERICAN BUSINESS FORUM (ABF) WHICH WILL BE HELD IN MIAMI-DADE COUNTY IN NOVEMBER, 2003.

ANALYSIS

During the 1994 Summit of the Americas which was held in Miami, the thirty four democratically elected nations of this hemisphere agreed to begin negotiations which would result in a free trade area of the Americas. Since that time, the trade ministers of these nations have met annually to move that trade agenda forward. The objective of these meetings is to conclude the treaty creating the Free Trade Area of the Americas (FTAA) by 2005. This is also the stated goal of President George W. Bush.

From 1998 to 2001, Miami-Dade County was the temporary seat of the FTAA Secretariat. Since that time, the Secretariat has moved to Panama and now it is located in Mexico City. It has been the policy of Miami-Dade County and of the community to aggressively lobby to have Miami-Dade County selected as the Permanent Seat of the FTAA Secretariat in the future. Such a selection would bring immeasurable economic and political gain for Miami-Dade County in general and for our cities in particular. FTAA would create a market of over 800 million people with a trade potential in the trillion of dollars. As the site for the Secretariat Miami-Dade County would be the economic and financial center of the Americas, and it would cement its position as the Gateway to the Americas. Miami-Dade County has the potential of becoming the Brussels of this hemisphere.

The Federal Government through the U.S. Trade Representative has selected Miami-Dade County as the host for the next FTAA Trade Ministerial and VIII ABF in November, 2003. This meeting is an opportunity to showcase the community and to promote Miami-Dade County as the logical site for the Secretariat. Miami-Dade Mayor Alex Penelas, and Commissioner Jose "Pepe" Diaz, who is the Chair of the Jay Malina International Trade Consortium along with a group of Miami-Dade business persons traveled to Quito, Ecuador for the 2002 FTAA Ministerial meeting and the VII ABF to invite the trade ministers and the delegates to the ABF to come to Miami in November, 2003.

Florida Governor Jeb Bush has recently appointed former Ambassador Chuck Cobb to head a group of local leaders to prepare our community to host the Ministerial and VIII ABF in Miami-Dade. The Mayors of Miami Beach, Miami-Dade County, the City of Miami, and the City of Coral Gables have agreed to work cooperatively with the members of the private sector appointed to host this important meeting.

On July 2, 2003, the Mayor and City Commission discussed Miami Beach's role in the upcoming FTAA Ministerial and the Deputy Executive Director, Tony Ojeda, requested the City's financial participation, as set forth in the attached MOU, at \$45,000. The item was referred and discussed at the July 16, 2003 Finance and Citywide Projects Committee and funding for the City's participation was identified from 2003 Resort Tax collections.

The attached Memorandum of Understanding formalizes that agreement. Miami-Dade County along with the Cities of Miami, Coral Gables, and Miami Beach by virtue of this memorandum also agree to contribute cash and in-kind for the hosting of this event.

Attachment

JMG/CMC/kc

T:\AGENDA\2003\jul3003\consent\FTAA.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF RESORT TAX FUNDS, IN THE AMOUNT OF \$45,000, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING (MOU) AMONG THE CITY, MIAMI-DADE COUNTY, THE CITY OF MIAMI, AND THE CITY OF CORAL GABLES, FOR THE FREE TRADE AREA OF THE AMERICAS (FTAA) MINISTERIAL AND THE VIII AMERICAN BUSINESS FORUM (ABF), WHICH WILL BE HELD IN MIAMI-DADE COUNTY IN NOVEMBER, 2003.

WHEREAS, the Federal Government, through the U.S. Trade Representative, has selected Miami-Dade County, Florida as the host for the next FTAA Ministerial and the VIII American Business Forum in November, 2003; and

WHEREAS, the Governor of Florida, the Mayor of Miami Beach, the Mayor of Miami-Dade County, the Mayor of the City of Miami, and the Mayor of the City of Coral Gables wish to work cooperatively to ensure the success of the FTAA Ministerial and the VIII ABF Forum; and

WHEREAS, the success of the FTAA Ministerial and ABF is essential to further Miami-Dade County's selection as the site of the FTAA Permanent Secretariat, which will bring great economic benefit to Florida in general, and the communities in Miami-Dade County in particular; and

WHEREAS, the FTAA Ministerial and ABF will showcase Miami Beach as both a business and tourist destination to thousands of decision makers from Latin America; and

WHEREAS, accordingly, the Administration would recommend that the Mayor and City Commission appropriate resort tax funds, in the amount of \$45,000, and authorize the Mayor and City Clerk to execute a Memorandum of Understanding among the City, Miami-Dade County, the City of Miami, and the City of Coral Gables, for the FTAA Ministerial and the ABF, which will be held in Miami-Dade County in November, 2003.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, approve the expenditure of Resort Tax Funds, in the amount of \$45,000, to

support the Free Trade Area of the Americas process, and further authorizing the Mayor to execute the attached Memorandum of Understanding among the City of Miami Beach, Miami-Dade County, the City of Miami, and the City of Coral Gables, for the Free Trade Area of the Americas Ministerial and the VIII American Business Forum which will be held in Miami-Dade County in November, 2003.

PASSED AND ADOPTED this _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

T:\AGENDA\2003\jul3003\consent\FTAA Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7-23-03
City Attorney Date

**MEMORANDUM OF UNDERSTANDING AMONG
MIAMI-DADE COUNTY, THE CITY OF MIAMI,
THE CITY OF CORAL GABLES AND THE CITY OF MIAMI BEACH**

- WHEREAS:** The 1994 Summit of the Americas in Miami created the Free Trade Area of the Americas (FTAA) among the thirty-four democratically elected nations of the hemisphere; and,
- WHEREAS:** There exists in Florida a public/private partnership known as the Florida FTAA, Inc. whose purpose it is to secure for Florida and Miami-Dade County the Permanent Seat of the FTAA Secretariat; and,
- WHEREAS:** The Federal Government through the U.S. Trade Representative has selected Miami-Dade County, Florida, as the host for the next FTAA Trade Ministerial and the VIII Americas Business Forum (ABF) in November 2003; and,
- WHEREAS:** The Governor of Florida and the Mayors of Miami-Dade County, the City of Miami, the City of Coral Gables and the City of Miami Beach wish to work cooperatively to ensure the success of the FTAA Trade Ministerial and the VIII ABF; and,
- WHEREAS:** The Governor of Florida has written a letter on January 9, 2003, to the Mayors articulating his views of organization for the FTAA Trade Ministerial and the VIII ABF (see Exhibit 1); and,
- WHEREAS:** Miami-Dade County through its Jay Malina International Trade Consortium, the City of Miami through its International Trade Board, the City of Coral Gables through the International Affairs Coordinating Council, and the City of Miami Beach through its Economic Development Department promote free trade and economic development and have developed the expertise to assist in the facilitation of the FTAA Trade Ministerial and the VIII ABF; and,
- WHEREAS:** The success of the FTAA Trade Ministerial is essential in order to further Miami-Dade County's selection as the site of the FTAA Permanent Secretariat which will bring great economic benefit to Florida in general and the communities in Miami-Dade County in particular;

NOW, THEREFORE, the parties agree to the following governance structure, financial arrangement and mutual cooperation agreement.

Section 1 Organization:

- A. There is hereby created a local Board of Directors whose Chair is appointed by the Governor of Florida and whose initial membership will be as shown in Exhibit 2.
- B. An Executive Committee appointed by the Board of Directors.
- C. An Executive Director appointed by the Board of Directors to direct and obtain staff from participating jurisdictions and to have the responsibility for the day to day operations leading to the FTAA Trade Ministerial and the VIII ABF.
- D. The Board of Directors shall appoint committees of the Board and Host Committees to accomplish its mission and purpose. These committees shall work with the Executive Director and staff as appropriate.
- E. The Board of Directors shall also appoint the President of the VIII ABF who shall work with the Chair and the Executive Director. The Executive Director shall also staff the functions of the VIII ABF.
- F. A preliminary organization chart is included in Exhibit 3 with the understanding that the Board of Directors will change this organization structure as the need requires.

Section 2 Mission and Purpose:

- A. The Board of Directors through its Executive Director shall be responsible for securing the success of the FTAA Trade Ministerial and the VIII ABF by:
 - 1. Fundraising from the private and public sector;
 - 2. Developing a marketing and public relations campaign to create community awareness;
 - 3. Developing a security program for the FTAA Trade Ministerial and the VIII ABF;
 - 4. Developing a logistics housing, transportation and entertainment program;
 - 5. Coordinating the Federal, State and other local agencies;
 - 6. Ensuring proper administration and financial accountability;
 - 7. Carrying out such other functions as may be necessary for the successful implementation of the FTAA Trade Ministerial and the VIII ABF; and
 - 8. Coordinating its activities with Florida FTAA, Inc.

Section 3 Financial Participation:

- A. The local participating jurisdictions agree to support these events both in cash and in-kind according to a formula devised by the Board of Directors and acceptable to the participating local jurisdictions. Other local jurisdictions may become members of the Board of Directors provided that they shall accept the financial participation formula established by the Board of Directors. In the event that local jurisdictions cannot participate financially they will forfeit their positions on the Board of Directors.
- B. Each member of the Board of Directors is expected to raise funds in cash or in-kind to financially support the FTAA Trade Ministerial and the VIII ABF.

Section 4 Implementation of Memorandum of Understanding:

The participating local jurisdictions shall obtain approval for this agreement from their respective local legislative bodies.

Section 5 Terms of the Agreement:

This Memorandum of Understanding shall take effect when all the parties herein have affixed their signatures below and shall remain in effect until the conclusion of the business of the FTAA Trade Ministerial and the VIII ABF.

Agreed to by:

City of Miami

Date

County of Miami-Dade

Date


City of Coral Gables

Date

City of Miami Beach

Date

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-23-03

Date

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Resolution accepting the recommendation of the evaluation committee for RFP 25-02/03 and authorizing the Administration to negotiate with the firm of Production Sud for the operation of an antique and collectible market on Lincoln Road.

Issue:

Shall the City enter into negotiations with Production Sud, the top ranked firm for the operation of an antique and collectible market on Lincoln Road

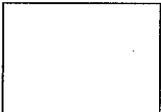
Item Summary/Recommendation:

The City Commission authorized the issuance of RFP 25-02/03 for the management and operation of an antique and collectibles market on Lincoln Road. The City received two proposals, and on July 22, 2003, an Evaluation Committee recommended the firm of Production Sud as the top-ranked firm. The Administration recommends acceptance of the Evaluation Committee's ranking and seeks authorization to enter into negotiations with Production Sud.

Advisory Board Recommendation:

RFP 25-02/03 Evaluation Committee - July 22, 2003

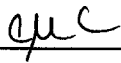
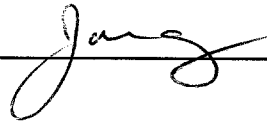
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	n/a		
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Kevin Crowder

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C 7 G

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 25-02/03, FOR THE MANAGEMENT AND OPERATION OF AN ANTIQUE AND COLLECTIBLE MARKET ON LINCOLN ROAD; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FIRM OF PRODUCTION SUD FOR OPERATION AND MANAGEMENT OF SAID MARKET ON LINCOLN ROAD; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH PRODUCTION SUD, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM, ENCORE EVENTS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS:

On July 17, 2001, the Mayor and the City Commission referred a discussion of special events policies regarding markets to the Community Affairs Committee. On July 25, 2001, the Community Affairs Committee voted to direct Legal and the Administration to work on a concession agreement for recurring markets. On January 29, 2002, the Community Affairs Committee requested that the Administration research how other cities handle permitting of markets and to bring options for permitting of markets to the next meeting. On February 9, 2002, a report on other market operations was made to the Community Affairs Committee, and they requested that the Administration seek additional input from the neighborhood associations wherein the markets are currently located and seek their recommendations regarding events, or market operations in the various business districts.

In April and May of 2002, the Administration held meetings in the business districts to gain input on how the markets should operate, and to determine if the community wanted market operations to continue to occur. These meetings focused on frequency, hours of

operation, location, selection criteria and process, exclusivity of product, entertainment, operating and management standards, and resolution of vendor complaints.

LOCATION:

For the proposed antique market, it was determined that Lincoln Road was the preferred location.

FREQUENCY AND HOURS OF OPERATION:

Both of these criteria are working well with the markets. It was recommended that the markets be kept as consistent as possible throughout the year, and with as little disruption from special events as possible. If the market maintains consistent hours, location and frequency, patrons begin to depend on it and are more likely to visit the business district. The markets should continue operating in the mornings, in order to maintain a neighborhood feel.

SELECTION CRITERIA AND PROCESS:

This was one of the most widely discussed topics at the meetings. It was recommended that the City establish guidelines for selection criteria in order to provide clear definition, and the business districts and/or merchants associations monitor the implementation of the criteria and serve in an advisory capacity.

OPERATING AND MANAGEMENT STANDARDS:

Businesses felt that an oversight committee should be established to monitor the market operations as it relates to selection criteria, fees, and product standards.

RFP Process:

On June 21, 2002, the Community Affairs Committee reviewed and commented on the proposed scope of services, and recommended that a Request for Proposals for the market operations be issued.

At its regular meeting on July 31, 2002, the Mayor and City Commission authorized the issuance of a Request For Proposals for the management and operations of an antique and collectibles market on Lincoln Road after the 2002/2003 market season. On April 8, 2003, RFP 25-02/03 was issued, as described in LTC 101-2003.

On June 25, 2003, an Evaluation Committee met to evaluate proposals from Production Sud and Encore Events. The Evaluation Committee convened for a second meeting to evaluate two proposals for Lincoln Road on July 22, 2003. Both meetings provided for a period of public input in addition to the vendor presentations. Members of the Evaluation Committee were:

Mel Schlessor, Chair, Planning Board Chair.
Phillip Cousins, Miami Beach Resident.
Erica Brigham, Miami Beach Resident and Business Owner.
Tom Mooney, Planning Department

Manny Marquez, Finance Department
Bob Papke, SMG

Production Sud and Encore Events each submitted a proposal for management and operation of an antique and collectibles market on Lincoln Road. Public comment was provided by Lincoln Road property and business owners, and other citizens. Comments included concern about the frequency of the market, the number of different markets that will occur on the Road, and vendor selection and quality. There was sentiment that the current market operator (Production Sud) should be retained.

The comments of the members of the evaluation committee were consistent in that the members felt that the Production Sud (the current operator) had more experience and would deliver a higher quality market than Encore Events. Discussion centered around Production Sud's experience in antiques specifically, as well as logistics and the presentation of the market (uniformity, tents).

The ranking of the proposals was based on the following criteria:

Experience	40 points
Quality of the proposed operation	40 points
Financial return to the City	20 points

The Evaluation Committee awarded the following total points:

Production Sud	510 points (6 first place votes)
Encore Events	369 points (6 second place votes)

The Evaluation Committee affirmed its recommendation of Production Sud as the top-ranked bidder for the management and operation of the Antique and Collectibles Market on Lincoln Road, and that if the City is unable to negotiate a contract with Production Sud, to proceed with negotiations with the second-ranked bidder, Encore Events.

Tony Angione and Lou Bondi are the two principals of the firm Production Sud. Tony, serving as the President and Lou, Vice President, served as the president of the Lincoln Road Mercantile Association for a period of time

Tony and Louis have over 20 years of experience, with 13 years dedicated to being in Miami Beach. They came to Miami Beach in 1990 and opened a shop called "Debris" at 630 Lincoln Road. At that time the west end of Lincoln Road was barren and desperately in need of pedestrian traffic. They created the Lincoln Road Antique Market in 1992 with 28 dealers. Today, the market hosts up to 140 vendors in season.

Previously, Tony Angione facilitated a market on Broadway and Grand Street in New York. Louis Bondi had a very successful antique shop in East Village and Soho in New York City, and ran an outdoor antique show in Germany with his former business partner.

CONCLUSION:

The Administration recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with Production Sud for the management and operation of the Antique and Collectibles Market on Lincoln Road.

Attachment

JMG/CMC/KC

T:\AGENDA\2003\jul3003\consent\Antique RFP Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 25-02/03, FOR THE MANAGEMENT AND OPERATION OF AN ANTIQUE AND COLLECTIBLES MARKET ON LINCOLN ROAD; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FIRM OF PRODUCTION SUD FOR OPERATION AND MANAGEMENT OF SAID MARKET ON LINCOLN ROAD; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH PRODUCTION SUD, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM, ENCORE EVENTS.

WHEREAS, the City is desirous of continuing to an antique & collectibles market on Lincoln Road; and

WHEREAS, an antique & collectibles market attracts additional activity to the neighborhood and enhance its economic vitality; and

WHEREAS, the current antique & collectibles market has operated as special events in the City over the past several years; and

WHEREAS, as the antique & collectibles market is an eight (8) month operation, the City is desirous of establishing annual agreement with an antique & collectibles market producer; and

WHEREAS, on June 21, 2002, the Community Affairs Committee recommended the issuance of a Request for Proposals for the management and operation of an antique & collectibles market on Lincoln Road; and

WHEREAS, at its regular meeting on July 31, 2002, the Mayor and City Commission authorized the issuance of a Request for Proposals No. 25-02/03 for the management and operation of an antique & collectibles market on Lincoln Road, (the RFP); and

WHEREAS, on April 8, 2003, the City issued the RFP, with a deadline of May 1, 2003 for proposals to be submitted to the City; and

WHEREAS, two (2) copies of the RFP were requested by interested parties; and

WHEREAS, on May 1, 2003, the City received two (2) proposals for the management and operation of an antique & collectibles market on Lincoln Road from Production Sud, and Encore Events; and

WHEREAS, on June 25, 2003, an Evaluation Committee convened to evaluate the proposals; and

WHEREAS, on July 22, 2003, the Evaluation Committee convened again to hear public comment for the Lincoln Road stakeholders, and view presentations from Production Sud and Encore Events; and

WHEREAS, the Evaluation Committee awarded 510 points to Production Sud, and 369 points to Encore Events; and

WHEREAS, the Evaluation Committee approved a motion to rank the proposers according to the points awarded and selected Production Sud as the top-ranked firm, and Encore Events as the second-ranked firm; and

WHEREAS, the City Manager concurs with the recommendation of the Evaluation Committee.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission accept the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to Request for Proposals No. 25-02/03 for the management and operation of an antique & collectibles market on Lincoln Road, and authorize the Administration to enter into negotiations with the top-ranked firm of Production Sud for operation and management of said market on Lincoln Road; and should the Administration not be able to negotiate an agreement with Production Sud, authorize the Administration to negotiate with the second-ranked firm, Encore Events.

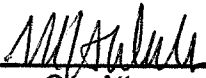
PASSED and ADOPTED this _____ day of July, 2003.

Mayor

ATTEST:

City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-23-03

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

To issue a Request for Proposal (RFP) for investment advisory services.

Issue:

Whether to authorize the issuance of a Request for Proposal (RFP) for Investment Advisory services?

Item Summary/Recommendation:

Scope of services includes providing full-time management, on a daily basis, of the City's investment portfolio, placing all orders for the purchase and sale of securities, providing monthly statements and providing arbitrage calculations and reports on the on the investment of bond proceeds.
Recommendation: Authorization to issue a Request for Proposal (RFP).

Advisory Board Recommendation:

On July 16, 2003, the Finance and City-Wide Projects Committee directed the Administration to prepare a Request for Proposals (RFP) as a competitive process for obtaining an ongoing Investment Advisory service.

Financial Information:

Amount to be expended: The fee for these services would be paid from additional investment earnings.

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director		Assistant City Manager	City Manager
GE	GL	PDW	

AGENDA ITEM C7H

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miamibeachfl.gov



COMMISSION MEMORANDUM

**To: Mayor David Dermer and
Members of the City Commission**

Date: July 30, 2003

**From: Jorge M. Gonzalez
City Manager**

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION
AUTHORIZING THE ADMINISTRATION TO ISSUE A REQUEST FOR
PROPOSAL (RFP) FOR INVESTMENT ADVISORY SERVICES, FOR A
THREE-YEAR PERIOD WITH TWO ONE-YEAR RENEWAL OPTIONS.**

ADMINISTRATION RECOMMENDATION:

Approve the issuance of the RFP.

ANALYSIS

The City is seeking proposals from firms interested in providing investment advisory services to manage and direct the City's investments. This firm would manage and direct the investment of excess funds in accordance with the City's investment objectives as set forth in City of Miami Beach's Investment Policy. The key objectives of the City's investment policy are safety of capital, sufficient liquidity to meet requirements and attaining market-average rates of return. Excess funds are defined as funds not required to meeting short term expenditures of the City. Currently, funds available for investment consist of approximately \$151 million from operating funds, \$44 million from various bond proceeds, and \$20 million from the Miami Beach Redevelopment Agency.

The City expects its investment advisor to be highly experienced, a leader and innovator in the management of investments, and able to provide comprehensive investment advisory services. The firm selected as the investment advisor and its affiliates will be restricted from selling to the City, or buying from the City, any securities to or from that firm's own inventory or account. The investment advisor will also be restricted from placing into the City's portfolio any securities for which it, or an affiliate, is the issuer. Investment advisors will not provide custodial services or security safekeeping. All City investments, except for swap agreements must be held in an independent custodial account.

Fees for such services are competitive and would be paid from additional investment earnings.

Minimum Requirements:

The following are minimum requirements to be met by the Proposer in order to be considered:

- Have a minimum of ten (10) years of experience in managing fixed income assets for state and local governments.
- Currently manage at least \$10 billion of domestic fixed income assets.
- Assign an account manager to the City with a minimum of ten (10) years experience in investment advisory.
- Be familiar with all applicable Florida Statutes with regard to qualified investments for public entities.
- Display an understanding of related issues and constraints of the arbitrage regulations and laws.
- Be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract.

SCOPE OF SERVICES

Provide full-time management on a daily basis of the City's investment portfolio pursuant to the specific stated investment objectives and the City's Investment Policy. Place all orders for the purchase and sale of securities, communicate settlement information to City staff and assist in coordinating security settlement.

Serve as a general resource to City staff for information, advice and training regarding fixed income securities, investment and yield curve analysis.

Work with City staff to develop cash flow projections to ensure that the investment strategy is consistent with the City's cash requirements.

Provide monthly statements detailing investment activity, earnings, the value of the investment portfolio, a portfolio return, mark to market valuation, and weighted average maturity. The selected investment advisor must maintain accurate reports including portfolio composition showing diversity of investments and compliance with applicable investment policies of the City of Miami Beach and State of Florida Statutes.

Develop and implement investment strategies for the Advisory Account that will seek to enhance portfolio performance under current and future market conditions within the parameters of the City's investment policy and cash flow needs.

Obtain and document competitive prices for securities transactions.

Provide semi-annual and annual portfolio performance reports.

Review and update the City's investment policy and written investment procedures.

Perform due diligence reviews of current and proposed broker/dealers.

Monitor the creditworthiness of the City's depository and custodian bank and investments in the portfolio.

Provide client training on investment management subjects.

Attend meetings with the City's finance staff and governing body upon request.

Provide arbitrage calculations and reports on the investment of bond proceeds.

The Evaluation Committee shall base its recommendation on the following factors:

<u>Factors:</u>	<u>Weight</u>
1. The firm's overall experience, qualifications, and technical ability	20%
2. The firm's experience in managing fixed income assets for state and local governments	20%
3. Performance of managed portfolios that closely match the City's portfolio in size and governed by similar investment policies	20%
4. Demonstrate the ability to meet objectives outlined in Section II of the RFP (Scope of Services)	20%
5. Accessibility, availability and professional qualifications of the individuals who would be assigned to manage the City's portfolio	20%

JMG:PDW:rd

F:\fina\ACCT\SMAN\RAMON\Word\Investments\CM INVESTMENT ADVISORY SERVICES.dot

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION
AUTHORIZING THE ADMINISTRATION TO ISSUE A REQUEST
FOR PROPOSAL (RFP) FOR INVESTMENT ADVISORY SERVICES,
FOR A THREE-YEAR PERIOD WITH TWO ONE-YEAR RENEWAL
OPTIONS.**

WHEREAS, the City is seeking competitive pricing for investment advisory services to manage and direct the City's investments in accordance with the City's investment objectives as set forth in the City of Miami Beach Investment Policy; and

WHEREAS, the City's key objectives are safety of capital, sufficient liquidity to meet requirements and attaining market-average rates of returns; and

WHEREAS, the Investment Advisor will provide full-time management of the City's investments on a daily basis, placing all orders for the purchase and sale of securities; and

WHEREAS, the Investment Advisor will provide monthly reports detailing investment activity, earnings, value of the portfolio investment, portfolio return, and mark to market valuation; and

WHEREAS, arbitrage calculations and reports on the investment of bond proceeds will be provided by the Investment Advisor as required by the City; and

WHEREAS, the issuance of the RFP will allow the City to move forward with the selection of a firm to provide investment advisory services for a three-year period, with two one year renewal options; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Miami Beach City Commission approve the issuance of a Request for Proposal (RFP) for investment advisory services, for a three-year period with two one-year renewal options.

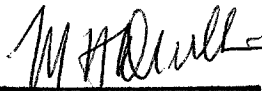
PASSED and ADOPTED this _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7-23-03

City Attorney Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A resolution approving and adopting the donation of one (1) used 1994 Ford F250 pick-up truck in "as is" condition to the Teen Job Corps, Inc.

Issue:

Shall the City Commission approve and adopt the donation of one (1) used 1994 Ford F250 pick-up truck in "as is" condition to the Teen Job Corps, Inc.?

Item Summary/Recommendation:

The Administration recommends that the City Commission approve the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div><div></div><div>Finance Dept.</div></div>	1	N/A		
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mayra Diaz Buttacavoli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET	MDB <i>M. Buttaacavoli</i>	<i>Jan</i>

T:\AGENDA\2003\jul3003\regular\Donation Teen Corps summary.doc

AGENDA ITEM C7I

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139

www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING THE DONATION OF ONE (1) USED 1994 FORD F250 PICK-UP TRUCK IN "AS IS" CONDITION TO THE TEEN JOB CORPS, INC.**

ADMINISTRATON RECOMMENDATION

Adopt the resolution.

ANALYSIS

In a letter to Commissioner Luis Garcia (see attachment), Mike Thompson, President of The Teen Job Corps, Inc., has requested the City donate one (1) used 1994 Ford F250 Pick Up Truck to the Teen Job Corps, Inc., which has been identified as surplus by Fleet Management and the Convention Center. This vehicle will only be used to transport a hot dog cart, plants, gardening tools, tables and a tent to various Teen Job Corps events, and to deliver tools to work sites.

The one (1) used 1994 Ford F250 Pick Up Truck to be donated was recently dead lined and was replaced. The replacement value was \$20,442.00. The estimated salvage value of this vehicle is \$2,500. The salvage value is based on age, general condition, mileage and the results of historical auction data for vehicles in similar condition.

<u>Veh #</u>	<u>Dept</u>	<u>Year</u>	<u>Make /Model</u>	<u>Mileage</u>	<u>Salvage Value</u>
0010-4	1240	1994	Ford F250	71,829	\$2,500

The City intends to donate one (1) 1994 Ford F250 Pick Up Truck in its "as in" condition and the City makes no representation as to the condition of the vehicle, any warranties whether expressed or implied, and assumes no responsibility.

The City Commission should authorize the donation to the Teen Job Corps, Inc.

JMG/MDA/AET/mo

T:\AGENDA\2003\jul3003\regular\DonationTeenJobCorps.memo1.doc

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

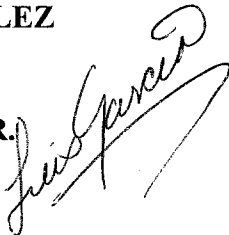
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA JR.
COMMISSIONER

DATE: JULY 10, 2003

RE: TEEN JOB CORPS



I support Mr. Thompson's attached request regarding the donation of a City vehicle to the Teen Job Corp.

What are the possibilities of this request?

Thank you.

attachment

RECEIVED
03 JUL 10 AM 10:35
CITY MANAGER'S
OFFICE

July 7th 2003

Mike Thompson - Pres.
(The Teen Job Corps, Inc.)
2140 Calais Drive
Miami Beach, Fl. 33141

Commissioner Luis Garcia
1700 Convention Way
Miami Beach, Fl. 33139

Dear Commissioner Garcia, *Lou*

As you will recall in our conversation on July 4th, the Teen Job Corps has no transportation for the Hot Dog cart, the Saturday plant tent sales at the Normandy Fountain or delivery of tools to various work sites. Right now I use my new truck to haul the dog cart. Deborah Ruggiero packs her new car with plants, a large tent, tables, planting dirt and other items. Myra, the assistant supervisor, uses her new van to load and haul dirty brooms, shovels, and other tools to work sites.

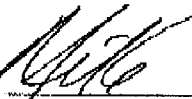
Our finances are stretched to the limits just to pay teen workers. We could buy a vehicle but that would take money from future teen employee pay checks or force us to not hire so many. Given the option of damaging our personal vehicles or depriving the youth of income, leaves only one alternative. We use our private vehicles, reluctantly, but there is no better choice.

In the up-coming weeks the City may hold some auctions to reduce the vehicle count of the City, due to new purchase replacements. Before the City donates any more vehicles to some sister city, perhaps you could intervene and have some used City transportation donated to the Teen Job Corps.

What type could we use? It could be a pick-up, a mini van or closed van, (but not a fire truck - only kidding). Almost any vehicle but least of all a car would be acceptable. It doesn't have to be pretty - just safe and reliable. Something we can use to haul 'stuff, junk, and supplies' in.

Whatever help you would render to the T.J.C. would be forever appreciated.

Thank you,



Mike Thompson

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Authorizing The City Manager To Apply For And Accept/Support The Following Thirteen (13) Grant Applications.

Issue:

Shall the City Apply And Accept/Support The Following Grants?

Item Summary/Recommendation:

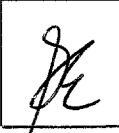
The Administration Requests Approval To Authorize The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) Save America's Treasures, For Renovation Of Old City Hall; 2) Miami-Dade Tourist Development Council For The City's Fourth Of July Event 3) Miami-Dade Tourist Development Council For The City's Thanksgiving Day Parade; 4) The Miami Beach Visitors And Convention Authority For The City's Thanksgiving Day Parade; 5) The Miami Beach Visitors And Convention Authority For The La Cumbre De Turismo Event; 6) Miami-Dade Transportation Enhancement Program For The Northern Gateway Of The Atlantic Corridor; 7) Florida Department Of State For Emergency Funding For The Renovation Of Old City Hall; 8) Florida Department Of Community Affairs For Emergency Training; 9) Miami-Dade County Homeless Trust For Supportive Housing Programs; 10) The Federal Mediation And Conciliation Service, For Labor Management Training; 11) Florida Department Of State For FY 2004 Funding For The Colony Theater Renovations; 12) Florida Department Of State Funding For FY 2004 Funding For The Byron-Carlyle Theater Renovations; And 13) The Administration Requests that The City Commission Support The Grant Application Submitted By Miami Beach Community Development Corporation (MBCDC) For Miami-Dade County Community Development Block Grant (CDBG) Program Funds For Renovation Of The Byron-Carlyle Theater; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating The Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications.

Advisory Board Recommendation:

N/A

AGENDA ITEM C7J
DATE 7-30-03

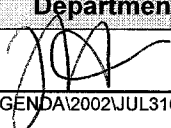

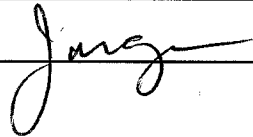
Financial Information:

Source of Matching Funds:	Grant Name/Project	Grant Amount	Match Amount/Source
 Finance Dept.	1-Save America's Treasures/Old City Hall	\$500,000	Donated Services, City Funds and Other Grant Funding Sources Match Amount: \$1,000,000
	2-TDC/4 th Of July	\$3,000	Corporate Support Match Amount: \$3,000
	3-TDC/Thanksgiving Day Parade	\$25,000	Corporate Support Match Amount: \$25,000
	4-VCA/Thanksgiving Day Parade	\$20,000	No Match Required
	5-VCA/La Cumbre de Turismo	\$20,000	No Match Required
	6-Transportation Enhancement Program/ N. Corridor Atlantic Greenway	\$1,000,000	GO Bond North Beach Corridor Project Match Amount: \$250,000
	7-Department of State Emergency Funds/Old City Hall	\$500,000	City Funds and Other Grant Funding Sources Match Amount: \$1,000,000
	8-Department of Community Affairs/CERT	\$8,000	No Match Required
	9-Miami Dade County Homeless Trust/ Supportive Housing	\$67,000	CDBG And ESG funding Match Amount: \$67,000
	10-Federal Mediation & Conciliation Svc/Labor Mgmt	\$40,000	In-Kind (Salaries) Match Amount: \$40,000
	11-Dept of State/Colony Theater Renovations	\$500,000	RDA Fund 365.6297 Match Amount: \$1,000,000
	12-Dept of State/Byron-Carlyle Renovations	\$500,00	NBDC Quality of Life Funds, City of Miami Beach Fund 301 & Other Grant Funding Sources Match Amount: \$1,000,000
	13-MBCDC /Miami-Dade County CDBG	\$500,000	

City Clerk's Office Legislative Tracking:

Judy Hoanshelt

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2002JUL3102\CONSENT\grants item summ.doc

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read "Jorge", written over the printed name of the City Manager.

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS FOR THE FOLLOWING FUNDS: 1) SAVE AMERICA'S TREASURES, FOR RENOVATION OF OLD CITY HALL; 2) MIAMI-DADE TOURIST DEVELOPMENT COUNCIL FOR THE CITY'S FOURTH OF JULY EVENT 3) MIAMI-DADE TOURIST DEVELOPMENT COUNCIL FOR THE CITY'S THANKSGIVING DAY PARADE; 4) THE MIAMI BEACH VISITORS AND CONVENTION AUTHORITY FOR THE CITY'S THANKSGIVING DAY PARADE; 5) THE MIAMI BEACH VISITORS AND CONVENTION AUTHORITY FOR THE LA CUMBRE DE TURISMO EVENT; 6) MIAMI-DADE TRANSPORTATION ENHANCEMENT PROGRAM FOR THE NORTHERN GATEWAY OF THE ATLANTIC CORRIDOR; 7) FLORIDA DEPARTMENT OF STATE FOR EMERGENCY FUNDING FOR THE RENOVATION OF OLD CITY HALL; 8) STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR EMERGENCY TRAINING; 9) MIAMI-DADE COUNTY HOMELESS TRUST FOR SUPPORTIVE HOUSING PROGRAMS; 10) THE FEDERAL MEDIATION AND CONCILIATION SERVICE, FOR LABOR MANAGEMENT TRAINING; 11) STATE OF FLORIDA DEPARTMENT OF STATE FOR FY 2004 FUNDING FOR THE COLONY THEATER RENOVATIONS; 12) STATE OF FLORIDA DEPARTMENT OF STATE FUNDING FOR FY 2004 FUNDING FOR THE BYRON-CARLYLE THEATER RENOVATIONS; AND, 13) CONFIRMING THE CITY COMMISSION'S SUPPORT FOR THE GRANT APPLICATION SUBMITTED BY MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC) FOR MIAMI-DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR RENOVATION OF THE BYRON CARLYLE THEATER; WHILE LEVERAGING PREVIOUSLY APPROPRIATED GRANT FUNDS AS NEEDED; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Retroactive approval to submit a grant application in the amount of \$500,000 to the Save America's Treasures Program, for FY 2003-2004 funding for the renovation of Old City Hall.

The City is seeking matching grant funding to undertake a major restoration project for Old City Hall. The building is a "contributing" resource in the Miami Beach National Register Architectural District ("Art Deco" Historic District). This district is listed in the National Register of Historic Places for its national significance as the largest concentration of 1920s and 1930s era resort architecture in the United States. Old City Hall was the first locally historically designated site. Old City Hall is also a "contributing" property within the locally designated Flamingo Park Historic District.

Constructed in 1927 and designed by Martin Luther Hampton, Old City Hall is an excellent example of the Mediterranean Revival style of architecture. Mediterranean Revival architecture was the "style of choice" in Miami Beach from the mid 1910s to early 1930s. It served as an elegant reminder of the unwavering determination to become America's premier seaside resort community. The building, which is the historic centerpiece of the National Register Architectural District, served as the government seat for Miami Beach from 1927 until the completion of a New City Hall in 1977.

In 2002, the City contracted to have a complete structural assessment report for Old City Hall. The report revealed that the 76 year old building is in need of significant structural restoration to preserve its structural integrity and architectural features. As a consequence of this structural deterioration, several large sections of the concrete cornice at the top of the tower have fallen nearly 140 feet to the sidewalk below. Emergency safety nets have been installed as an interim measure to address the dangerous condition on the property. The structural assessment report for Old City Hall revealed the following:

1) *Delaminated stucco*- Throughout the surfaces of the building, approximately 40% of the stucco area has delaminated or separated from the masonry surface. This will require removal and replacement to match the surrounding original stucco work; 2) *Spalled Concrete*- The steel wire lath which binds the stucco to the substrate wall has started to corrode as a result of improper water moisture protection and the harsh environmental condition (in the form of moisture from the ocean). The corrosion process of steel makes it expand, thus creating the buckling effect on the concrete/stucco, resulting in fragmentation and/or spalling. Spalling has occurred to the reinforcement steel located within the structural elements of the building (beams and columns), as observed in some of the exterior columns and cornices around the building; 3) *Cracks in the stucco* -Significant structural cracks are seen in several areas of the building, which appear to be attributable to the differential movement between the reinforced concrete structural frame and the masonry infill of the exterior building walls. As the different elements of the building move

at different rates, long, hairline cracks develop at the weakest points 4) *Replacement of Windows* - Most of the original wood frame windows have suffered from the salt laden ocean winds. There is a major problem with the water tightness and rotting of the wood frame members. Many of these windows have exceeded their structural life and do not conform to the regulations of the new Florida Building Code. Matching funds of 2:1 (City:State) are required for this project and will be funded, if awarded from donated services and other City Funds.

2. Retroactive approval to submit a grant application in the amount of \$3,000 to Miami-Dade County Tourist Development Council for the City's Fourth of July Event

Funds in the amount of \$3,000 have been allocated to the City of Miami Beach for the annual 4th of July celebration. In 1991, the City of Miami Beach launched the first "An American Celebration" as a means to attract visitors to Miami Beach. This celebration, due to its grand success, was carried on subsequent years as a vehicle to continue to bring visitors to the City. To generate interest in all areas of the City, the City alternates between the North Beach community and the South Beach community. This year, the event took place at 72nd Street and Ocean Terrace and featured a Swearing-In Ceremony for children from all parts of the world who have become newly naturalized American citizens and a fireworks display. Matching funds will be funded by the City through Corporate Support.

3. Approval to submit a grant application in the amount of \$25,000 to the Miami-Dade County Tourist Development Council for the City's Thanksgiving Day Parade

Funds in the amount of \$25,000 are also requested from the TDC to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade. Once again, this year the City of Miami Beach, as part of a multi-year agreement with CBS, is proud to be the sole designated partner of the parade, which will take place in its traditional home of New York City. The Thanksgiving Day parade will feature dramatic floats with various themes reflecting the many colors that make up Miami-Dade County. Floats will be complemented by performing groups. Matching funds will be funded by the City through Corporate Support.

4. Approval to submit a grant application in the amount of \$20,000 to the Miami Beach Visitors and Convention Authority as a Partner to the City to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade

Funds in the amount of \$20,000 are requested from the Miami Beach Visitors and Convention Authority to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade. Once again, this year the City of Miami Beach, as part of a multi-year agreement with CBS is proud to be the sole designated partner of the parade, which will take place in its traditional home of New York City. The Thanksgiving Day parade will feature dramatic floats with various themes reflecting the many colors that make up Miami-Dade County. No match is required.

5. Retroactive approval to submit a grant application in the amount of \$20,000 to the Miami Beach Visitors and Convention Authority (VCA) on behalf of the La Cumbre de Turismo Event

The City has applied for funding this year on behalf of the La Cumbre de Turismo event to support this important cultural event. In future years, La Cumbre de Turismo will be the applicant to the VCA, not the City.

La Cumbre de Turismo is the premier travel industry conference for the Latin American buyers and U.S. product suppliers. The event will be hosted by Hertz Car Rentals, the GMCVB, SMG and the City of Miami Beach. The conference runs from September 10-13, 2003. For the past twelve years, the conference has been fully subscribed and has gained a reputation for its emphasis on quality and innovation. The 2003 La Cumbre de Turismo is expected to attract 1,500 delegates, including buyers, vendor displays, and over 100 members of the international press corp. The conference will have delegates from over 25 countries in attendance. This year's event will include cultural tourism and will merge the opening party of Le Cumbre with the opening of the 2003-4 Cultural Year by merging the Invitation to the Arts in its 10th year with the Le Cumbre event at the Jackie Gleason.

In 1999, Latin America and the Caribbean represented 14.6 million arrivals and contributed \$19.1 billion dollars and 279,000 jobs to the U.S. economy. Based on 2000 analyses/surveys, projected growth and general market trends, La Cumbre 2003 delegates will conduct nearly \$1.4 billion in business during two days of negotiations, approximately 10% of which will remain in the Greater Miami area. No match is required for this grant.

6. Retroactive approval to submit a grant application in the amount of \$1,000,000 to State of Florida Department of Transportation for the Northern Gateway of the Atlantic Corridor Greenway Network

The proposed Northern Gateway will serve as the "linkage" between three regional bicycle/pedestrian trail facilities and provide a key intermodal transportation center for the Citywide network of bicycle/pedestrian trails and alternative transportation facilities, known as the Atlantic Corridor Greenway Network.

The scope of the project will include the development of a ½ mile segment of trail between the northern end of the City's existing beachfront Boardwalk at 46th Street and the Indian Beach Park at 53rd Street and the installation of a signaled pedestrian-crossing, west over Collins Avenue to the shoreline of the Indian Creek Waterway, where it will connect to the northern end of the Indian Creek Greenway. The North Beach Recreational Corridor trail, which will extend from the City's northern boundary at 87th Terrace, south to Indian Beach Park at 53rd Street (3.5 miles), is the third regional trail facility that will be connected by the Northern Gateway. Enhanced mass transit facilities, improved public parking, new public restrooms and bike/skate rental facilities are also included in the planned Northern Gateway project.

The bicycle/pedestrian trail facilities that will be joined by the development of the Northern Gateway interconnect area business districts, cultural/tourism centers, residential neighborhoods, parking facilities, parks, schools and the beaches. Development of the Gateway's parking and transit facility improvements will encourage greater utilization of public and alternative modes of transportation for daily commuting, lower transportation costs and free critically needed parking spaces. The alleviation of some of the traffic congestion and parking shortages within the project area will also encourage new economic development by reducing the concurrency restrictions currently limiting new development and by increasing local business utilization by residents and visitors.

The project will also significantly improve bicycle/pedestrian safety by providing local residents, tourists and commuters, traffic-free connections between regional residential areas, transit & parking facilities and the primary regional destinations including business districts, cultural/tourism centers, parks and the beaches.

The Project is one of the priority projects in the Miami Beach Municipal Mobility Plan and has also been incorporated within the Capital Improvements Element of the City's Comprehensive Plan. In addition, the Project has been included in the Miami-Dade County Long Range Transportation Plan (LRTP). Matching funds in the amount of \$250,000 is available in GO Bond funding allocated for this project.

7. Retroactive approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2003-2004 Emergency funding for the renovation of Old City Hall.

Matching funds are being sought by the City for emergency renovation of Old City Hall. The grant criteria requires that the property be nationally significant, and in need of emergency renovation. Old City Hall is a "contributing" resource in the Miami Beach National Register Architectural District ("Art Deco" Historic District) and is in need of significant structural restoration to preserve its structural integrity and architectural features. Matching funds are available in the form of non-state grant sources and other City Funds.

8. Approval to Apply to the Florida Department of Community Affairs, Division of Emergency Management for grant funds in the amount of \$8,000 made available through the Community Emergency Response Team Program.

The Community Emergency Response Team (CERT) program provides a structured opportunity for citizens to augment local emergency response activities. Program funds will be used to train people to be prepared for emergency situations that may arise in their communities. CERT members give critical support to first responders in emergency situations. The funds would be used to off-set City costs associated with providing CERT training that is currently coordinated by the Neighborhood Service Department. No match is required.

9. Approval to submit a grant application to the Miami-Dade County Homeless Trust, for funds in an amount not to exceed \$67,000, available through the United States Department of Housing and Urban Development 2003 and 2004 Supportive Housing Program Grants.

The City of Miami Beach, as a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) is subject to the requirements of the Consolidated Plan. One of the components of the Consolidated Plan is the development of a Continuum of Care plan for the City. As part of its HUD-approved Consolidated Plan for Fiscal Years 2003-2004, the City of Miami Beach's Continuum of Care plan includes a commitment to participate in the Continuum of Care system coordinated by Miami-Dade County.

In an effort to help communities throughout the country fund their continuum of care systems, HUD issues an annual Super Notice of Funding Availability (SuperNOFA) for Homeless Continuum of Care programs. For the last six funding cycles, the Miami-Dade County Homeless Trust has served as the lead agency in coordinating the application for funding to HUD.

The Miami-Dade County Homeless Trust issued a Request for Applications (RFA) for project sponsors interested in providing, or continuing to provide, the priority housing and services needed. The City of Miami Beach prepared and submitted an application to Miami-Dade County under this RFA for funding of the coordination of homeless assistance to Miami Beach homeless being served through the Miami-Dade County Continuum of Care.

The Administration recommends adoption of the attached Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, retroactively authorizing the City Manager to apply to the Miami-Dade County 2003 SuperNOFA Consolidated Application RFA for a grant to implement a program to coordinate supportive services to Miami Beach homeless through the Continuum of Care System in Miami-Dade County. Matching funds are available through the City's Community Development Block Grant and Emergency Shelter Grant funds.

10. Approval for the submittal of a grant to the Federal Mediation and Conciliation Service, for grant funds in an amount not to exceed \$40,000 for Labor-Management Training.

The Federal Mediation and Conciliation Service's unique labor-management grant program primary objective is to encourage and support the establishment and operation of joint labor-management committees to carry out specific objectives.

The Office of Labor Relations would like to initiate various training programs designed at bringing the City's five Union's and the City Administration together to function as one entity as opposed to the "Them vs. Us" ideology that tends to plague the Public Sector. The Office of Labor Relations has made it a priority within its mission statement to provide

the highest standard of excellence and cooperation between the City's administration and the City's five collective bargaining units. As such, the City is seeking grant funds to support a labor-management training program. Matching funds are available through in-kind salaries.

11. Approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2004-2005 Cultural Facilities funding for the renovation of the Colony Theater

Although the Colony was recommended for full funding last year by the Cultural Facilities Council, the 2003 Florida Legislature did not fund any of the projects listed on the 2003-2004 Cultural Facilities Program Priority List due to budget cuts. This year the Department of State, in accordance with State procedures, will Rollover the Priority Funding List to FY 2004-2005. As a Rollover project and because it was recommended for funding last year, the Colony grant application is guaranteed a place on the 2004 Priority and will be recommended again for full funding by the Council. In order to be considered for funding, The State has requested that we resubmit last years updated application. The required match of \$1,000,000 is in Redevelopment Agency Account Number 365.

12. Approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2004-2005 Cultural Facilities funding for the renovation of the Byron-Carlyle Theater.

Although the Byron-Carlyle was recommended for full funding last year by the Cultural Facilities Council, the 2003 Florida Legislature did not fund any of the projects listed on the 2003-2004 Cultural Facilities Program Priority List due to budget cuts. This year the Department of State, in accordance with State procedures, will Rollover the Priority Funding List to FY 2004-2005. As a Rollover project and because it was recommended for funding last year, the Byron-Carlyle grant application is guaranteed a place on the 2004 Priority and will be recommended again for full funding by the Council. In order to be considered for funding, The State has requested that we resubmit last years updated application. The required match of \$1,000,000 is in the City's Fund 301, North Beach Development Corporation Quality of Life Funds and other grant funding sources.

13. Confirming the City Commission's Support for the Grant Application Submitted By Miami Beach Community Development Corporation (MBCDC) for Miami-Dade County Community Development Block Grant funds for renovation of the Byron-Carlyle Theater

Miami Beach Community Development Corporation has submitted a grant application to the County for renovations to the Byron Carlyle Theater in the amount of \$500,000. As an entitlement City, Miami Beach already receives its entitlement of CDBG funding.

CONCLUSION

The Administration recommends approval of this Resolution authorizing the City Manager or his designee to apply and accept/support the above thirteen (13) applications for grant funds.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS FOR THE FOLLOWING FUNDS: 1) SAVE AMERICA'S TREASURES, FOR RENOVATION OF OLD CITY HALL; 2) MIAMI-DADE TOURIST DEVELOPMENT COUNCIL FOR THE CITY'S FOURTH OF JULY EVENT 3) MIAMI-DADE TOURIST DEVELOPMENT COUNCIL FOR THE CITY'S THANKSGIVING DAY PARADE; 4) THE MIAMI BEACH VISITORS AND CONVENTION AUTHORITY FOR THE CITY'S THANKSGIVING DAY PARADE; 5) THE MIAMI BEACH VISITORS AND CONVENTION AUTHORITY FOR THE LA CUMBRE DE TURISMO EVENT; 6) MIAMI-DADE TRANSPORTATION ENHANCEMENT PROGRAM FOR THE NORTHERN GATEWAY OF THE ATLANTIC CORRIDOR; 7) FLORIDA DEPARTMENT OF STATE FOR EMERGENCY FUNDING FOR THE RENOVATION OF OLD CITY HALL; 8) STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR EMERGENCY TRAINING; 9) MIAMI-DADE COUNTY HOMELESS TRUST FOR SUPPORTIVE HOUSING PROGRAMS; 10) THE FEDERAL MEDIATION AND CONCILIATION SERVICE, FOR LABOR MANAGEMENT TRAINING; 11) STATE OF FLORIDA DEPARTMENT OF STATE FOR FY 2004 FUNDING FOR THE COLONY THEATER RENOVATIONS; 12) STATE OF FLORIDA DEPARTMENT OF STATE FUNDING FOR FY 2004 FUNDING FOR THE BYRON-CARLYLE THEATER RENOVATIONS; AND, 13) CONFIRMING THE CITY COMMISSION'S SUPPORT FOR THE GRANT APPLICATION SUBMITTED BY MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC) FOR MIAMI-DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR RENOVATION OF THE BYRON CARLYLE THEATER; WHILE LEVERAGING PREVIOUSLY APPROPRIATED GRANT FUNDS AS NEEDED; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS

Whereas, the Administration requests retroactive approval to submit a grant application in the amount of \$500,000 to the Save America's Treasures Program, for FY 2003-2004 funding for the renovation of Old City Hall, and;

Whereas, the building is a “contributing” resource in the Miami Beach National Register Architectural District (“Art Deco” Historic District) and is listed in the National Register of Historic Places for its national significance as the largest concentration of 1920s and 1930s era resort architecture in the United States, in addition Old City Hall was the first locally historically designated site and is also a “contributing” property within the locally designated Flamingo Park Historic District, and;

Whereas, In 2002, the City contracted to have a complete structural assessment report for Old City Hall, the report revealed that the 76 year old building is in need of significant structural restoration to preserve its structural integrity and architectural features as a consequence of this structural deterioration, several large sections of the concrete cornice at the top of the tower have fallen nearly 140 feet to the sidewalk below and emergency safety nets have been installed as an interim measure to address the dangerous condition on the property, and;

Whereas, matching funds for this project include donated Services, City Funds and Other Grant Funding Sources, and;

Whereas, the Administration requests retroactive approval to submit a grant application in the amount of \$3,000 to Miami-Dade County Tourist Development Council for the City’s Fourth of July Event, and;

Whereas, In 1991, the City of Miami Beach launched the first “An American Celebration” as a means to attract visitors to Miami Beach and this celebration, due to its grand success, was carried on subsequent years as a vehicle to continue to bring visitors to the City, and;

Whereas, This year, the event took place at 72nd Street and Ocean Terrace and featured a Swearing-In Ceremony for children from all parts of the world who have become newly naturalized American citizens and a fireworks display, and;

Whereas, Matching funds will be funded by the City through Corporate Support, and;

Whereas, the Administration requests approval to submit a grant application in the amount of \$20,000 to the Miami Beach Visitors and Convention Authority as a Partner to the City to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade, and;

Whereas, matching funds are not require for this program, and;

Whereas, the Administration requests approval to submit an application for Funds in the amount of \$25,000 from Miami-Dade County Tourist Development Council to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade, and;

Whereas, Matching funds will be funded by the City through Corporate Support, and;

Whereas, Funds in the amount of \$20,000 is requested from the Miami Beach Visitors and Convention Authority to support the 2003 Nationally Televised CBS All-American Thanksgiving Day Parade, and;

Whereas, Once again, this year the City of Miami Beach, as part of a multi-year agreement with CBS is proud to be the sole designated partner of the parade, which will take place in its traditional home of New York City and the parade will feature dramatic floats with various themes reflecting the many colors that make up Miami-Dade County, and;

Whereas, No match is required, and;

Whereas, the Administration requests retroactive approval to submit a grant application in the amount of \$20,000 to the Miami Beach Visitors and Convention Authority (VCA) on behalf of the La Cumbre de Turismo Event, and;

Whereas, The City has applied for funding this year on behalf of the La Cumbre de Turismo event to support this important cultural event. In future years, La Cumbre de Turismo will be the applicant to the VCA, not the City, and;

Whereas, La Cumbre de Turismo is the premier travel industry conference for the Latin American buyers and U.S. product suppliers, the conference runs from September 10-13, 2003 and will have delegates from over 25 countries in attendance, La Cumbre 2003 delegates are estimated to conduct nearly \$1.4 billion in business during two days of negotiations, approximately 10% of which will remain in the Greater Miami area, and;

Whereas, No match is required for this grant, and;

Whereas, the Administration requests retroactive approval to submit a grant application in the amount of \$1,000,000 to State of Florida Department of Transportation for the Northern Gateway of the Atlantic Corridor Greenway Network, and;

Whereas, the proposed Northern Gateway will serve as the "linkage" between three regional bicycle/pedestrian trail facilities and provide a key intermodal transportation center for the Citywide network of bicycle/pedestrian trails and alternative transportation facilities, known as the Atlantic Corridor Greenway Network, and;

Whereas, The scope of the project will include the development of a ½ mile segment of trail between the northern end of the City's existing beachfront Boardwalk at 46th Street and the Indian Beach Park at 53rd Street and the installation of a signaled pedestrian-crossing, west over Collins Avenue to the shoreline of the Indian Creek Waterway, where it will connect to the northern end of the Indian Creek Greenway, and;

Whereas, The Project is one of the priority projects in the Miami Beach Municipal

Mobility Plan and has also been incorporated within the Capital Improvements Element of the City's Comprehensive Plan. In addition, the Project has been included in the Miami-Dade County Long Range Transportation Plan (LRTP), and;

Whereas, Matching funds in the amount of \$250,000 is available in GO Bond funding allocated for this project, and;

Whereas, the Administration requests retroactive approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2003-2004 Emergency funding for the renovation of Old City Hall, and;

Whereas, the property is nationally significant, and in need of emergency renovation, and;

Whereas, Matching funds are available in the form of non-state grant sources and other City Funds, and;

Whereas, the Administration requests approval to Apply to the Florida Department of Community Affairs, Division of Emergency Management for grant funds in the amount of \$8,000 made available through the Community Emergency Response Team Program, and;

Whereas, The Community Emergency Response Team (CERT) program provides a structured opportunity for citizens to augment local emergency response activities, and;

Whereas, the funds would be used to off-set City costs associated with providing CERT training that is currently coordinated by the Neighborhood Service Department, and;

Whereas, No match is required, and;

Whereas, the Administration requests approval to submit a grant application to the Miami-Dade County Homeless Trust, for funds in an amount not to exceed \$67,000, available through the United States Department of Housing and Urban Development 2003 and 2004 Supportive Housing Program Grants, and;

Whereas, the City of Miami Beach prepared and submitted an application to Miami-Dade County under this RFA for funding of the coordination of homeless assistance to Miami Beach homeless being served through the Miami-Dade County Continuum of Care, and;

Whereas, Matching funds are available through the City's Community Development Block Grant and Emergency Shelter Grant funds, and;

Whereas, the Administration requests approval to submit a grant to the Federal Mediation and Conciliation Service, for grant funds in an amount not to exceed \$40,000 for Labor-Management Training, and;

Whereas, The Federal Mediation and Conciliation Service's unique labor-management grant program primary objective is to encourage and support the establishment and operation of joint labor-management committees to carry out specific objectives and the Office of Labor Relations would like to initiate various training programs designed at bringing the City's five Union's and the City Administration together to function as one entity, and;

Whereas, Matching funds are available through in-kind salaries, and;

Whereas, the Administration requests approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2004-2005 Cultural Facilities funding for the renovation of the Colony Theater, and;

Whereas, Although the Colony was recommended for full funding last year by the Cultural Facilities Council, the 2003 Florida Legislature did not fund any of the projects listed on the 2003-2004 Cultural Facilities Program Priority List due to budget cuts, and;

Whereas, this year the Department of State, in accordance with State procedures, will Rollover the Priority Funding List to FY 2004-2005. As a Rollover project and because it was recommended for funding last year, the Colony grant application is guaranteed a place on the 2004 Priority and will be recommended again for full funding by the Council. In order to be considered for funding, and;

Whereas, the required match of \$1,000,000 is in Redevelopment Agency Account Number 365, and;

Whereas, the Administration requests approval to submit a grant application in the amount of \$500,000 to the State of Florida Department of State for FY 2004-2005 Cultural Facilities funding for the renovation of the Byron-Carlyle Theater, and;

Whereas, Although the Byron-Carlyle was recommended for full funding last year by the Cultural Facilities Council, the 2003 Florida Legislature did not fund any of the projects listed on the 2003-2004 Cultural Facilities Program Priority List due to budget cuts, and;

Whereas, As a Rollover project and because it was recommended for funding last year, the Byron-Carlyle grant application is guaranteed a place on the 2004 Priority and will be recommended again for full funding by the Council. In order to be considered for funding, and;

Whereas, The required match of \$1,000,000 is in the City's Fund 301, North Beach Development Corporation Quality of Life Funds and other grant funding sources, and;

Whereas, the Administration requests confirmation of the City Commission's Support for the Grant Application Submitted by Miami Beach Community Development Corporation (MBCDC) for Miami-Dade County Community Development Block Grant

funds for renovation of the Byron-Carlyle Theater, and;

Whereas, Miami Beach Community Development Corporation has submitted a grant application to the County for renovations to the Byron Carlyle Theater in the amount of \$500,000, and;

Whereas, the City has matching funds, as necessary for this project in NBDC Quality of Life Funds, City of Miami Beach Fund 301 & Other Grant Funding Sources, and;

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH authorize the City Manager or his designee to Apply and Accept/Support the Following Grant applications: 1) Save America's Treasures, For Renovation Of Old City Hall; 2) Miami-Dade Tourist Development Council For The City's Fourth Of July Event 3) Miami-Dade Tourist Development Council For The City's Thanksgiving Day Parade; 4) The Miami Beach Visitors And Convention Authority For The City's Thanksgiving Day Parade; 5) The Miami Beach Visitors And Convention Authority For The La Cumbre De Turismo Event; 6) Miami-Dade Transportation Enhancement Program For The Northern Gateway Of The Atlantic Corridor; 7) Florida Department Of State For Emergency Funding For The Renovation Of Old City Hall; 8) State Of Florida Department Of Community Affairs, Division Of Emergency Management For Emergency Training; 9) Miami-Dade County Homeless Trust For Supportive Housing Programs; 10) The Federal Mediation And Conciliation Service, For Labor Management Training; 11) State Of Florida Department Of State For FY 2004 Funding For The Colony Theater Renovations; 12) State Of Florida Department Of State Funding For FY 2004 Funding For The Byron-Carlyle Theater Renovations; And, 13) Confirming The City Commission's Support For The Grant Application Submitted By Miami Beach Community Development Corporation (MBCDC) For Miami-Dade County Community Development Block Grant (CDBG) Funds For Renovation Of The Byron Carlyle Theater; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating The Grants If Approved An Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications.

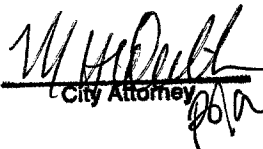
PASSED and ADOPTED this _____ day of _____, 2003

ATTEST:

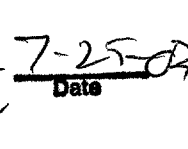
CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

MAYOR



City Attorney



Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution authorizing the reappointment of Raymond Adrian for the One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat to the South Florida Workforce Board.

Issue:

Shall the City Commission reappoint Raymond Adrian for the One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat to the South Florida Workforce Board?

Item Summary/Recommendation:

Under the terms of the Consortium Agreement, whose legislative body consists of representatives of Miami-Dade County, Monroe County, City of Hialeah, City of Miami, and City of Miami Beach, the City of Miami Beach Commission must make an One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat appointment to the South Florida Workforce Board to oversee workforce development activities. This role has been filled by Raymond Adrian. Mr. Adrian's term expired June 30, 2003, and reappointment will extend his term until June 30, 2005.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

T.C. Adderly

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\jul3003\consent\Adrian reappoint 03_05 SFWF sum1.doc

AGENDA ITEM

C7K

DATE

7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE REAPPOINTMENT OF RAYMOND ADRIAN FOR THE ONE-STOP PARTNER, SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP) SEAT TO THE SOUTH FLORIDA WORKFORCE BOARD.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On October 23, 2002, the Mayor and Commission, adopted Resolution No. 2002-25020, continuing an Agreement with the South Florida Employment and Training Consortium. The purpose of the Consortium is to implement and operate an intergovernmental liaison office to continue to conduct area-wide programs under the Workforce Investment Act of 1998. This provides employment and training opportunities for economically disadvantaged, unemployed, underemployed, or individuals otherwise meeting the eligibility criteria of any program operated under this Agreement.

The legislative body of the Consortium consists of representatives of Miami-Dade County, Monroe County, City of Hialeah, City of Miami, and City of Miami Beach. Under the terms of the Consortium Agreement, the City of Miami Beach must make the One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat appointment to the South Florida Workforce Board to oversee workforce development activities. This seat was previously designated as the Elderly Affairs Seat. This role has been filled by Raymond Adrian. Mr. Adrian's term expired June 30, 2003, and re-appointment will extend his term until June 30, 2005.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the re-appointment of Raymond Adrian for the One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat to the South Florida Work Force Board for a two (2) year term to commence retroactively to July 1, 2003, and to expire June 30, 2005.

JMG:MDB:YCA:GPL

T:\AGENDA\2003\jul3003\consent\Adrian reappoint 03_05 SFWF mem1.doc

AGENDA ITEM _____

DATE _____

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE REAPPOINTMENT OF RAYMOND ADRIAN FOR THE ONE-STOP PARTNER, SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP) SEAT TO THE SOUTH FLORIDA WORKFORCE BOARD.

WHEREAS, on October 23, 2002, the Mayor and City Commission adopted Resolution No. 2002-25020, approving an Agreement with the South Florida Employment and Training Consortium (Consortium); and

WHEREAS, the purpose of this Consortium is to continue to conduct programs on an area wide basis under the Workforce Investment Act of 1998, which provides employment and training opportunities for the economically disadvantaged, unemployed, underemployed, or individuals otherwise meeting the eligibility criteria of any program operated under this Agreement, and to assure universal access to training resources for the population of the two-country area; and

WHEREAS, this Consortium has created a private industry council in accordance with the Workforce Investment Act of 1998 to be known as the South Florida Workforce Board, which is a separate entity whose members shall be appointed by the Consortium's member local governmental jurisdictions; and

WHEREAS, under the terms of this agreement, whose legislative body consists of representatives of Miami-Dade County, Monroe County, City of Hialeah, City of Miami, and City of Miami Beach, the City of Miami Beach Mayor and City Commission must make an One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat appointment to the South Florida Workforce Board to oversee the workforce development activities; and

WHEREAS, this role has been filled in the past by Raymond Adrian, whose term expired June 30, 2003; and

WHEREAS, the Administration is recommending his reappointment for a two (2) year term, commencing retroactively to July 1, 2003, and expiring on June 30, 2005.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the reappointment of Raymond Adrian as One-Stop Partner, Senior Community Services Employment Program (SCSEP) Seat appointee to the South Florida Workforce Board for a two year term, to expire June 30, 2005.

PASSED AND ADOPTED this _____ day of _____, 2003

ATTEST:



CITY CLERK

MAYOR


TCA:GPL

T:\AGENDA\2003\jul0203\consent\Adrian reappoint 03_05 SFWF res.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 6-18-03
City Attorney  Date

Raymond Adrian

12970 SW 2nd Terrace
Miami, Florida 33184

☎(305) 226-7356 or 342-3294
E-Mail: Radrian2@aol.com

- Qualifications:**
- Hardworking, conscientious, responsible, creative, and ambitious
 - Experience in social services and public relations
 - Computer literate; quick to learn new procedures
 - Bilingual - English/Spanish
 - Operate efficiently in high-pressure, fast-paced environment

Education: *Florida International University*
Miami, Florida - BS degree, Major: Education

Miami-Dade Community College
Miami, Florida - AA degree - Business

Employment

History: **Miami Beach Hispanic Community Center**
Miami Beach, Florida

1998- present

Director of Operations / Equal Opportunity Officer / Project Director, NSCERC Senior AIDES Program and South Florida Work Force Title V Senior Employment Program

Administer total operation of MBHCC Senior AIDES Program.
Oversee operation of Miami Beach One-Stop Center.

Duties:

- Equal Opportunity Officer
- Recruit, hire, monitor, and counsel 100+ senior workers.
- Continually monitor Host Agencies use of Aides.
- Develop and implement new resources for training.
- Conduct outreach to potential employers in the community to ensure appropriate unsubsidized placements matching jobs with Senior Aides.
- Facilitate agency involvement in linking community service with the Title V Programs.
- Supervise the maintenance of correct fiscal and personnel records.
- Work cooperatively with the South Florida Work Force & National Senior Citizens Educational & Research Center in maintaining compliance with the national sponsor's policy and procedures.
- Ensure all the reporting required by NSCERC/MBHCC & South Florida Work Force is submitted on time.
- Maintain full enrollment of 73+ Senior Aides & 28+ South Florida Work Force Title V Seniors by keeping a good waiting list of potential seniors.
- Engage in fund raising activities and organize program events.

United Way of Miami-Dade, in partnership with Community Voices and the Center on Aging of Florida International University.

- Conducted consumer dialogue with Older Adults

North Beach Resident's Coalition

2002 - present

- Conducting presentations to residents to discuss coalition efforts in health access in North Beach; bring awareness to the community about our coalition; educate partner coalition and residents of health access and information.

**Christian Community Service Agency
Miami, Florida**

1990-1992

Project Director, National Council of Senior Citizens / National Senior Citizen Education & Research Center Senior AIDES Program 1993 to 1998

- Administer total operation of CCSA Senior AIDES Program: recruit, hire, Monitor, counsel and terminate Senior Aides.
- Continually monitor Host Agencies' use of Aides.
- Develop and implement new resources for training.
- Conduct outreach to potential employers in the community to ensure appropriate unsubsidized placements matching jobs with Senior Aides.
- Facilitate agency involvement in linking community service with the Senior AIDES Program.
- Supervise the maintenance of correct fiscal and personnel records.
- Work cooperatively with the NSCERC in maintaining compliance with the national sponsor's policy and procedures. Ensure all the reporting required by NSCERC/CCSA is submitted on time.
- Maintain full enrollment of 73+ Senior Aides by keeping a good waiting list of potential seniors.
- Supervise case managers, monitor payment for supportive services and training-related service. Prepare and/or review all required reporting paperwork to ensure timeliness and accuracy.

Sears, Roebuck & Co.

Operations Manager. Left due to division closing.

1974 to 1989

Awards & Recognitions:

- **Senior Service America** - for Outstanding Overall Performance and Exceeding U.S. Department of Labor Goals for the Senior Community Employment Program 2001-2002
- **Crime Prevention Alliance** – Outstanding Dedication in the Crime Prevention of South Florida, 2001
- **55 Years & Up, Inc.** – Certificate of Award in recognition for service and contributions to a better quality of life of senior citizens 2001
- **NSCERC** Recognition for Outstanding Achievement for exceeding the
- **NSCERC** Certification for achieving a goal for placement of 75% of
- **NCSC Senior AIDE Program:** Recognized for achieving Unsubsidized Placement goal for program year 1995-96
- **Private Sector Initiatives (PSI)** trainees for the program year 1995-2002 Unsubsidized Placement Goal, 2003, - 1994
- **La Scala Learning Center** - Community Agent Representative, January 18, 1998
- **The Members of the Senior Program**, January 18, 1998
- **The Department of Children & Families**, January 18, 1998
- **Big Brothers & Big Sisters of Greater Miami**, January 1998

Community Board

2001 to present - South Florida Workforce Board

Board Member
Legislative Committee
Programmatic Committee

2000 to present - Alliance for Aging, Inc.

Board Member
Chairperson for Programs & Services Committee
Member of Advisory Committee

2000 to present - Miami Beach Community Health Center

Board Member
Vice-President

2000 to present - Florida Coalition on Hispanic Aging

Board Member
Member of Advisory Committee

1999 to present - Crime Prevention Alliance of South Florida

Vice-President

United Way Agency Campaign Coordinator, 1993 to 1997

CCSA Walk-a-thon Coordinator, 1993 to 1997

Switchboard of Miami, 1993 to 1996

Excellent health

References:

Available upon request.

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution calling for a Special Election on November 4, 2003 to submit to the voters a question asking whether sections of Article VII and VIII of the Related Special Acts should be amended as it relates to the investment of funds in the 175/185 Fund for City Firefighters and Police.

Issue:

Should the City submit to referendum the question of amending the language of Articles VII and VIII (175/185 Funds) as to investment of the funds in the same manner as is stated by the Employee Retirement Income Security Act (ERISA) that refers to the "prudent man investment standard"?

Item Summary/Recommendation:

The Administration recommends that the City Commission adopt the Resolution and authorize the Special Election to be held on November 4, 2003 for the purpose of submitting this question to the electorate.

Advisory Board Recommendation:

The Board of Trustees of the Firemen's Relief and Pension Fund (175) and the Policemen's Relief and Pension Fund (185) have unanimously recommended to the City Commissioners an amendment to their plans to remove all investment restrictions and provide the Board with "prudent person investment standards".

Financial Information:

Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

--

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>Mr. Butacorelli</i>	<i>Jon S.</i>

F:\HUMA\Sall\COMM-SUMMARY\summary-ballot-prudent man03.doc

AGENDA ITEM C7L
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2003, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER ARTICLE VII AND VIII OF THE CITY'S RELATED SPECIAL ACTS REGARDING THE FIREFIGHTERS' RELIEF AND PENSION FUND AND THE POLICE OFFICERS' RELIEF AND PENSION FUND SHOULD BE AMENDED TO DELETE CERTAIN RESTRICTIONS CONCERNING THE INVESTMENT AND ALLOCATION OF PENSION FUND ASSETS, AND TO SUBSTITUTE THEREFOR LANGUAGE AUTHORIZING THE PENSION BOARD TO EXERCISE, IN A PRUDENT MANNER, INDEPENDENT JUDGMENT IN ALLOCATING AND INVESTING FUNDS?

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

The Firefighters' Relief and Pension Fund (175) and the Police Officers' Relief and Pension Fund (185) are requesting that the language of the Related Special acts, Article VII Firefighters Relief and Pension Fund, Section 40 (a) and Article VIII Police Officers' Relief and Pension Fund, Section 53 (a) be amended to remove all investment restrictions and provide the Board with "prudent person investment standards." The Board of the Police Officers' Relief and Pension fund recommended that language be changed at their meeting of July 14, 2003. The Board of the Firefighters' Relief and Pension Fund recommended the same at their meeting of July 21, 2003 (Attachments A & B).

Specific restrictions currently exist on the manner in which funds in the 175/185 funds may be invested, limiting the investments to mainly bonds, notes securities, shares or other interest-bearing obligations of the Government of the United States, states, territories or possessions of the United States. The City Administration agrees with the request of the 175/185 Boards of amending the language in these plans. The City recommends utilizing the fiduciary language contained in the Employee Retirement Income Security Act ("ERISA") of 1974. ERISA does not usually apply to governmental pension plans; however in 2000 the Florida Legislature enacted a law that applies ERISA fiduciary standards to these plans.

ERISA requires that a pension trustee make investment decisions:

“with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and in accordance with the documents and instruments governing the plan....”

Based on case law it is understood that ERISA does not require pension board members to be experts on all types of investments they make, however they must seek independent advice if they lack the knowledge skills and experience required to adequately evaluate the investment.

Amendments to change the language of the above stated sections of Article VII and Article VIII of the Related Special Acts shall be submitted to referendum on November 4, 2003 and shall take effect upon approval of the electorate and Ordinance of the City Commission.

CONCLUSION:

The Administration recommends that the City Commission adopt the Resolution and authorize a special election to be held in the City of Miami Beach, Florida on November 4, 2003, for the purpose of submitting this question to the electorate.

JMG:MDB:TCA:pah

F:\HUMA\Sal\COMM-MEM\ballot-prudent man language03.doc



CITY OF MIAMI BEACH, FLORIDA FIREMEN'S RELIEF AND PENSION FUND

Chairman:
Secretary:
T.C. Adderly

Lee Amato
Floyd Jordan

Trustees:

Mike Brady
Christina Cuervo

Date: July 21, 2003
Time: 10:00 AM
Subject: Minutes of Special Meeting
Regarding Investment Amendment

Attendance: Lee Amato, Chairman
Floyd Jordan, Secretary
Mike Brady, Trustee
Christina Cuervo, Trustee
T. C. Adderly, Trustee

The Board unanimously recommends to the City Commissioners an amendment to the 175 Plan by way of referendum to remove all investment restrictions and provide the Board with "prudent person investment standards".

Lee Amato, Chairman

Floyd Jordan, Secretary

cc: Mayra Diaz Buttacavoli, Asst. Manager
Stephen Cypen, Esq.



MIAMI BEACH POLICEMEN'S RELIEF AND PENSION FUND

999 11TH STREET
MIAMI BEACH, FLORIDA 33139

RECEIVED

03 JUL 18 PM 12:08

CITY MANAGER'S
OFFICE

Chairman

Robert Jenkins

Secretary

Howard Zeifman

Trustees

David Allen

Gregory Butler

William Riley III

Administrative

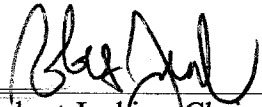
Director

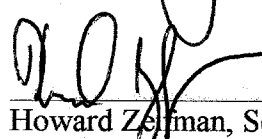
Peter Matthews

Date: July 14, 1003
Time: 6:00 pm
Subject: Minutes of Special Meeting
Regarding Investment Amendment

Attendance: Robert Jenkins, Chairman
Howard Zeifman, Secretary
David Allen, Trustee
William Riley, Trustee
Peter Matthews, Executive Director
Absent: Gregory Butler, Trustee (vacation)

The Board unanimously recommends to the City Commissioners an amendment to the 185 Plan by way of referendum to remove all investment restrictions and provide the Board with "prudent person investment standards."


Robert Jenkins, Chairman


Howard Zeifman, Secretary

cc: Myra Diaz Buttacavoli,
Assistant City Manager
Stephen Cypen, Esq.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2003, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER ARTICLES VII AND VIII OF THE CITY'S RELATED SPECIAL ACTS REGARDING THE FIREFIGHTERS' RELIEF AND PENSION FUND AND THE POLICE OFFICERS' RELIEF AND PENSION FUND SHOULD BE AMENDED TO DELETE CERTAIN RESTRICTIONS CONCERNING THE INVESTMENT AND ALLOCATION OF PENSION FUND ASSETS, AND TO SUBSTITUTE THEREFORE LANGUAGE AUTHORIZING THE PENSION BOARD TO EXERCISE, IN A PRUDENT MANNER, INDEPENDENT JUDGMENT IN ALLOCATING AND INVESTING FUNDS?

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 4, 2003, for the purpose of submitting to the electorate the question as set forth hereinafter.

SECTION 2.

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with Miami-Dade County's certification of the results of said Special Election being accepted by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated and results duly accepted by said appropriate Miami-Dade County Officials.

SECTION 3.

Said voting precincts in the City of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which the official registration books show that the said electors reside. A list of the voting precincts and the polling places therein (subject to change by the Supervisor of Elections of Miami-Dade County, in accordance with the laws of Florida) is attached hereto as Exhibit A.

SECTION 4.

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 111 Northwest 1st Street, Floor 19, Miami, Florida 33130; Mailing Address: P.O. Box 012241, Miami, Florida 33101; Telephone: (305) 375-5553.

SECTION 5.

Not less than thirty days' notice of said Special Election shall be given by publication in a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made at least once each week for four consecutive weeks next preceding said Special Election.

SECTION 6.

The notice of election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 4TH DAY OF NOVEMBER, 2003, AT WHICH

TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

FIREFIGHTER AND POLICE PENSION FUNDS:
DELETING SPECIFIC INVESTMENT/ALLOCATION RESTRICTIONS
AND SUBSTITUTING "PRUDENT PERSON" STANDARD

SHALL THE CITY'S RELATED SPECIAL ACTS, ARTICLES VII AND VIII REGARDING THE CITY'S RELIEF AND PENSION FUNDS FOR FIREFIGHTERS AND POLICE OFFICERS, BE AMENDED TO DELETE CERTAIN RESTRICTIONS CONCERNING THE INVESTMENT AND ALLOCATION OF PENSION FUND ASSETS, AND TO SUBSTITUTE THEREFOR LANGUAGE AUTHORIZING THE PENSION BOARD TO EXERCISE, IN A PRUDENT MANNER, INDEPENDENT JUDGMENT IN ALLOCATING AND INVESTING FUNDS?

_____ YES

_____ NO

SECTION 7.

The official ballot to be used in the Special Election to be held on November 4, 2003, hereby called, shall be in substantially the following form, to-wit:

OFFICIAL BALLOT

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION, NOVEMBER 4, 2003.

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 4TH DAY OF NOVEMBER, 2003, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

FIREFIGHTER AND POLICE PENSION FUNDS:
DELETING SPECIFIC INVESTMENT/ALLOCATION RESTRICTIONS
AND SUBSTITUTING "PRUDENT PERSON" STANDARD

SHALL THE CITY'S RELATED SPECIAL ACTS, ARTICLES VII AND VIII REGARDING THE CITY'S RELIEF AND PENSION FUNDS FOR FIREFIGHTERS AND POLICE OFFICERS, BE AMENDED TO DELETE CERTAIN RESTRICTIONS CONCERNING THE INVESTMENT AND ALLOCATION OF PENSION FUND ASSETS, AND TO SUBSTITUTE THEREFOR LANGUAGE AUTHORIZING THE PENSION BOARD TO EXERCISE, IN A PRUDENT MANNER, INDEPENDENT JUDGMENT IN ALLOCATING AND INVESTING FUNDS?

_____ YES

_____ NO

SECTION 8.

Absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to absentee voting.

SECTION 9.

That the City of Miami Beach shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

SECTION 10.

If any section, sentence, clause or phrase of the proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

SECTION 11.

This resolution shall be effective immediately upon its passage.

PASSED and ADOPTED this ____ day of _____, 2003.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7-25-03
City Attorney Date

Proposed Amendment to City of Miami Beach Related Special Acts Articles VII and VIII for November 4, 2003 Special Election:

A. Proposed Ballot Question

FIREFIGHTER AND POLICE PENSION FUNDS:
DELETING SPECIFIC INVESTMENT/ALLOCATION RESTRICTIONS
AND SUBSTITUTING "PRUDENT PERSON" STANDARD

SHALL THE CITY'S RELATED SPECIAL ACTS, ARTICLES VII AND VIII REGARDING THE CITY'S RELIEF AND PENSION FUNDS FOR FIREFIGHTERS AND POLICE OFFICERS, BE AMENDED TO DELETE CERTAIN RESTRICTIONS CONCERNING THE INVESTMENT AND ALLOCATION OF PENSION FUND ASSETS, AND TO SUBSTITUTE THEREFOR LANGUAGE AUTHORIZING THE PENSION BOARD TO EXERCISE, IN A PRUDENT MANNER, INDEPENDENT JUDGMENT IN ALLOCATING AND INVESTING FUNDS?

_____ YES

_____ NO

B. Proposed text

That Part I, Subpart B, **Article VII**, Section 40 of the City's Related Special Acts, entitled "Same; Power and Authority," is amended to read:

The board shall have power and authority as follows:

(a) ~~To invest and reinvest moneys of, or inuring to, the firemen's [firefighters'] relief and pension fund in the following:~~

~~Bonds, notes, securities or other evidences of indebtedness which are the direct obligations of the Government of the United States and for which the full faith and credit of the government is pledged.~~

~~Loans, insured or guaranteed as to principal and interest by the Government of the United States or by any agency or instrumentality thereof, to the extent of such insurance or guaranty.~~

~~Bonds, notes and other securities of any county or incorporated city in any state of the United States or the District of Columbia, which are the direct obligation of such county or city and for payment of which said governmental body has the lawful authority to levy taxes or make assessments.~~

~~Bonds, notes or other evidences of indebtedness which are payable from revenues of any structure or improvement owned by any state or incorporated city within the United~~

~~States.~~

~~Dividend-paying stocks, common or preferred, of any corporation created and existing under the laws of the United States or of any state, provided that the amount so invested shall at no time exceed thirty-five percent of the total funds invested.~~

~~Bonds, notes or other interest-bearing obligations of any solvent corporation organized under the laws of the United States or any state, territory or possession of the United States.~~

~~Shares or savings accounts of federal savings and loan associations, to the extent that they are insured by an agency or an instrumentality of the Government of the United States~~

(a) To have exclusive charge of the investment of any assets in the fund not needed for the fund's current obligations, and to invest and reinvest such assets in accordance with the written investment policy adopted by the board pursuant to paragraph (b), below. Board members must discharge their duties with respect to the plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan; with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Within the limitations of the foregoing standards and investment policy, the board is authorized to acquire and retain in the fund every kind of investment specifically including, but not limited to stocks, bonds, securities, debentures, real estate, mutual funds, trusts and other obligations which persons of prudence, discretion and intelligence acquire or retain for their own account. The intent of this paragraph is to remove any and all investment restrictions which are otherwise imposed by Ch. 175, Florida Statutes, and which may be removed.

(b) To adopt and periodically update a written investment policy in accordance with Section 112.661, Florida Statutes, as such statute may be amended in the future.

(b)(c) To approve loans and claims, and to authorize payments from the fund by warrants signed by the chairman and secretary of the board.

(e)(d) To interpret the provisions of this Act where the meaning is not clear or ambiguity exists; and to promulgate necessary rules respecting the operation of the fund, not in conflict with the wording or clear intent of this Act.

(d)(e) To authorize expenditures in connection with preliminary research and technical services, accounting, auditing and general administration of the fund.

(e)(f) To do such other things as may be necessary to implement and provide for the proper functioning of the fund.

* * *

Part 1, Subpart B, **Article VIII**, Section 53 of the City's Related Special Acts entitled "Same: Power and Authority," is amended to read:

The board shall have power and authority as follows:

~~(a) — To invest and reinvest moneys of, or inuring to the fund in United States Government bonds or in bonds of the City of Miami Beach or in savings institutions doing business in Dade County, Florida, provided that accounts in such institutions are insured by an agency of the United States Government. The amount deposited in such savings institutions shall at no time exceed the maximum amount of such insurance allowed for such account.~~

(a) To have exclusive charge of the investment of any assets in the fund not needed for the fund's current obligations, and to invest and reinvest such assets in accordance with the written investment policy adopted by the board pursuant to paragraph (b) below. Board members must discharge their duties with respect to the plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan; with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with the like aims; by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Within the limitations of the foregoing standards and investment policy, the board is authorized to acquire and retain in the fund every kind of investment specifically including, but not limited to stocks, bonds, securities, debentures, real estate, mutual funds, trust and other obligations which persons of prudence, discretion and intelligence acquire or retain for their own account. The intent of this paragraph is to remove any and all investment restrictions which are otherwise imposed by Ch. 175, Florida Statutes, and which may be removed.

(b) To adopt and periodically update a written investment policy in accordance with Section 112.661, Florida Statutes, as such statute may be amended in the future.

~~(b)(c)~~ To convert into cash such securities or savings accounts as may be required for the payment of claims against the fund or for necessary operating expenses.

~~(e)(d)~~ To approve claims and to authorize payments from the fund by warrants signed by the chairman and the secretary of the board.

JKO/ED

F:\atto\SALL\LAILA\JKO\RSA-Article VII.doc

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, to waive, by 5/7ths vote, the bidding process, finding such waiver to be in the best interest of the City, and authorizing the Mayor and City Clerk to execute a Reverse 911 Community Notification System Agreement with Sigma Communications, Inc., the sole source provider, in the amount of \$55,300.00, which includes five (5) years of hardware/software maintenance and support.

Issue:

Whether a Reverse 911 Community Notification System Agreement should be executed pursuant to the sole source provisions of the City for the purchase and installation of a new Reverse 911 Community Notification System.

Item Summary/Recommendation:

Sigma Communications, Inc. was the chosen sole source vendor for the purchase and installation of the new Reverse 911 Community Notification System. The Administration recommends execution of the Agreement with Sigma Communications, Inc.

Advisory Board Recommendation:

N/A

Financial Information:

<div>Source of Funds:</div> <div></div> <div>Finance Dept.</div>	Amount	Account	Approved	
	1	\$55,300.00	011.9322.000674 – General Fund, FY2002-2003	
	2			
	3			
	4			
	Total	\$55,300.00		



Finance Dept.

City Clerk's Office Legislative Tracking:

M. Kay Randall, Director, Information Technology

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7M
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TO WAIVE, BY 5/7THS VOTE, THE BIDDING PROCESS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, FOR FY2002 - FY2003, WITH SIGMA COMMUNICATIONS, INC., THE SOLE SOURCE PROVIDER OF THE REVERSE 911® COMMUNITY NOTIFICATION SYSTEM, IN THE AMOUNT OF \$55,300.00, WHICH INCLUDES FIVE (5) YEARS OF HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BID AMOUNT AND FUNDING

\$55,300 Funding is available from the General Fund (Budget Account 011.9322.000674). This system will be purchased from Operating Contingency funds which will be reimbursed should any grant proceeds be received.

ANALYSIS

The Administration determined that the community would be best served by obtaining a Community Notification System which had specific capabilities for HAZMAT (Hazardous or Chemical Spills) notification and patents for outbound calling notification with database updating and storage. The Information Technology Department researched the available systems and found that Sigma Communications, Inc. met all the requirements as it is the sole source for the specific patents that the City requires.

Sigma Communication, Inc.'s product, the Reverse 911® Community Notification System, is an interactive geographically-based calling system developed to provide government entities with the ability to quickly communicate with specific groups of residents or residents within certain geographic areas. The system programs telephone numbers to be automatically called to deliver pre-recorded messages and can be remotely activated. Reverse 911® provides the City with the ability to expand communication notifications of all types, which include evacuations, shelter-in-place instructions, flooding, potential water shortages, and neighborhood watch activities. The system provides public safety agencies

COMMISSION MEMORANDUM
RE: Sigma Communications, Inc.
July 30, 2003
Page 2

a means of continually providing citizens the information they need to help them make their neighborhoods safer, including missing children, sexual offenders and chemical spills.

Reverse 911® is a patented product protected by three patents concerning public notification which are not licensed by any other company. The Patents are US Patent #5,559,867, "Automated Calling System with Database Updating", September 26, 1996; US Patent #5,912,947, "Public Notification and Method", June 15, 1999; and US Patent #6,009,149, "Automated Calling System with Database Updating by Callee", December 28, 1999. Simply stated, their patents cover any outbound calling session to a particular area. During the calling session, the caller can ask any question while the callee responds via their telephone key pad. The reply is then stored in the computer and automatically available as a parameter for a future calling session.

Practical applications of the patents are crucial to a successful notification system. For example, some use it when sending a message to an evacuation area and asking the callee(s), if they need assistance. After gathering the responses, a new message is sent to only those needing help letting them know their message was received and that help is forthcoming. Other communities use this feature to ask for volunteer help during emergencies and then calling them back with more detailed information. Police Departments can quickly target areas when canvassing neighborhoods in Missing Persons investigations. Multilingual communities utilize the patented technology by asking the callee(s) in what language they would like to receive current and/or future notifications.

Currently, there are two vendors that provide a citizen notification system; Dialogic Communications Corporation (DCC) and Sigma Communication, Inc. The City received pricing proposals from each vendor; DCC's Community Notification System proposal is \$ 71,500; Sigma Communication Inc., utilized the pricing benefits of the Osceola County Florida Bid 00-386-DL for the Reverse 911® system proposal of \$55,300. The Reverse 911® is a patented product protected by three patents concerning public notification which are not licensed by any other company. This system has been purchased using a Sole Source method by other agencies which include: Miami Dade Police Department, St. Lucie County Sheriff's Office, Monroe County Sheriff's Office, Tampa Police Department, Citrus County Sheriff's Office, and Hillsborough County Sheriff's Department.

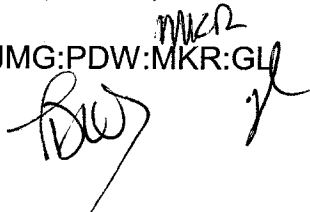
The associated cost of the system is as follows:

Features	Costs
Hardware/Software	\$24,300.00
One Standard Multi-form Hardware Chassis	
Interface 24 (T1) or 24 analog	
Reverse 911 software (3 patents Automated Calling system/Database updates, Public notification and method, Automated callings system with database updating by callee)	
TTY/TDD calling(send text messages to the hearing impaired)	
Fax Blasting	
Training/Installation (3 days)	
5 year Software and Hardware Maintenance and Support	\$ 3,600.00
Mobilization Plus (Define mobilization scenario, assign a group of people who are required to respond to situation such as terrorism, hurricane, hostage etc)	\$ 4,500.00
Hazmat (Capability to create a GeoZone that correlates to the particular Chemical (including chemical weapons) involved in a chemical spill or terrorist incident.	\$ 3,500.00
Event Tracker Track events by location to interpret trends and tendencies Such as criminal activity(theft, burglary, arson etc)	\$ 3,000.00
Guardian Calling (Calls will automatically be sent on each scheduled day to Specified personnel)	\$ 2,400.00
Reverse911.net (Partnering with other communities to use additional phone lines)	\$ 1,000.00
Network seats (IT, Fire, PD, CH)	\$ 6,000.00
Mass Call (Ability to use Sigma Comm. Mass Calling center (2,000 lines)	\$ 7,000.00
REVERSE 11 TOTAL	\$55,300.00

CONCLUSION

The Administration recommends authorizing the Mayor and City Commission of the City of Miami Beach, Florida, to waive, by 5/7ths vote, the bidding process, finding such waiver to be in the best interest of the City, and authorizing the Mayor and City Clerk to execute an agreement, for FY2002 – FY2003, with Sigma Communications, Inc, the sole source provider of the Reverse 911® Community Notification System, in the amount of \$55,300.00, which includes five (5) years of Hardware\Software Maintenance and Support.

JMG:PDW:MKR:GL



RESOLUTION NUMBER _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR FISCAL YEAR 2002-2003, WITH SIGMA COMMUNICATIONS, INC., IN THE AMOUNT OF \$55,300.00, WITH THE SOLE SOURCE PROVIDER PURSUANT TO SECTION 2-367© OF THE CITY CODE, FOR THE REVERSE 911® COMMUNITY NOTIFICATION SYSTEM, WHICH INCLUDES FIVE (5) YEARS OF HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT.

WHEREAS, the Administration has determined that a Community Notification System would meet the needs of the City for a HAZMAT (Hazardous or Chemical Spills) system which has patents for outbound calling notification with database updating and storage; and

WHEREAS, SIGMA Communications, Inc. is the sole source provider for the patents for outbound calling notification with database updating and storage through its Reverse 911® Community Notification System; and

WHEREAS, SIGMA Communications, Inc. has a system which meets all the City's requirements and includes five (5) years of Hardware/Software maintenance and support, at a total cost of \$55,300.00; and

WHEREAS, the Administration has determined that SIGMA Communications, Inc. is a sole source provider pursuant to Section 2-367(c) of the City Code.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of Miami Beach, Florida, approved and authorized the Mayor and City Clerk to execute an agreement for FY2002-2003, between the City and SIGMA Communications, Inc., in the amount of \$55,300.00, as the sole source provider, pursuant to Section 2-367(c) of the City Code, for the Reverse 911® Community Notification System, which includes five (5) years of Hardware/Software maintenance and support.

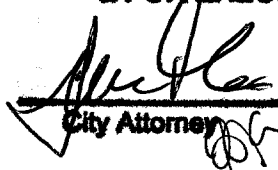
PASSED and ADOPTED this _____ day of July, 2003.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-18-03

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing the issuance of the request for proposals (RFP) for the development and implementation of a citywide corporate marketing and sponsorship program.

Issue:

Shall the City retain a consultant to assist in the development and implementation of a corporate marketing and sponsorship program?

Item Summary/Recommendation:

The May 14, 2002 report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a "paramount concern in fulfilling the expectations of residents." Suggesting that the "City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees," the Committee recommended, among other steps that the City should engage in an active corporate sponsorship program to raise additional programming funds and create and reinvest proceeds from vending contracts directly into the Recreation Division budget without offsetting the General Fund's contribution." In response to the Committee's recommendations, the Administration and the Parks and Recreation Department completed a significant amount of research to understand the sponsorship market and possible opportunities that might be available to the City. The research has indicated that sponsorships are available and that the City's best opportunity to maximize quality sponsorship is to engage a specialist in this function. An RFP is the next step in this process and will enable the City to solicit proposals to evaluate from qualified vendors.

Advisory Board Recommendation:

--

Financial Information:

Source of Funds:	Amount		Account	Approved
	1			
	2			
	3			
	4			
	Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

--

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\jul3003\consent\Corporate Sponsorship RFP_cov. sheetII.D9C

AGENDA ITEM C7N
DATE 7-30-03

a. CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF THE REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CITYWIDE CORPORATE MARKETING AND SPONSORSHIP PROGRAM.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS:

The May 14, 2002 report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a "paramount concern in fulfilling the expectations of residents." Suggesting that the "City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees," the Committee recommended, among other steps, the following:

- "The City should engage in an active corporate sponsorship program to raise additional programming funds. This can be accomplished through the addition of full-time marketing/development personnel..."
- "The City should create and reinvest proceeds from vending contracts directly into the Recreation Division budget without offsetting the General Fund's contribution."

In direct response to the Committee's recommendations, the Parks and Recreation Department created and filled the position of Development Coordinator. Since assuming his duties on December 16, 2002, the Marketing Coordinator has:

- researched current successful corporate sponsorship consultant practices
- reviewed other local government corporate sponsorship programs
- formed and led a City of Miami Beach corporate sponsorship evaluation team
- interviewed several leading national corporate sponsorship consultants
- determined that the City of Miami Beach has significant potential for success through a professionally structured and managed corporate sponsorship program

Objective 2:

Create a Comprehensive Sponsorship Policy

- 1) Review current sponsorship acceptance procedures.
- 2) Determine a framework from which to recommend policy, with sensitivity to existing sentiment of the Community and City Government.
- 3) Include both financial and economic development factors
- 4) Submit draft policy. Present developing policy as directed by City

Objective 3:

Develop Strategic Plan for Marketing Assets

- 1) Prioritize the database
- 2) Develop a written strategy document

Objective 4:

Market Assets

- 1) Develop sample rights packages for the marketplace
- 2) Assist in the development of sponsorship RFP's
- 3) Prepare reports and presentations on the City's municipal marketing program, as directed by the City.
- 4) Assist in contract negotiations

PROPOSERS WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA:

- a) **Experience and Qualifications:** Experience, qualifications, performance and national stature of the firm, and experience in representing cities of similar size and with similar marketing assets. Minimum requirement is 3-5 years. **20 points**
- b) **Quality of the Management Team:** Experience and qualifications of the proposer's management team and resumes outlining experience and education record of individuals who would be instrumental in conducting the Marketing Asset Inventory, writing the Sponsorship Policy, developing a Strategic Plan for marketing the City's assets and in activating the Strategic Plan. **20 points**
- c) **Fee Structure:** Adherence to City's request for proposer to recover all fees - including those for delivery of the Marketing Asset Inventory, the Comprehensive Sponsorship Policy, the Strategic Marketing Plan, travel and for successfully negotiating sponsorship agreements – from earned commissions on successfully completed City of Miami Beach sponsorships. **15 Points**

As the City is most likely to maximize sponsorship opportunities through the use of a specialized professional, the issuance of an RFP to solicit qualified vendors is the next appropriate step. The RFP recommended for the solicitation of sponsorship vendors would include the following Scope of Services:

GOALS AND OBJECTIVES:

It is the goal of the City to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the City of Miami Beach in exchange for certain advertising, marketing and/or promotional considerations granted by the City.

Objective 1:

Inventory existing and prospective marketing Assets

The inventory should include, but is not limited to:

- 1) On-site interviews of City department heads and other personnel as a planning step to understanding the existing marketing and sponsorship activity level.
- 2) Examination of any current sponsorship agreements, City marketing materials and other information on past sponsorship efforts, and the level of success.
- 3) Add/suggest to the City other sponsorship opportunities.
- 4) Organize all data collected into a database (e.g., spreadsheet format or other user-friendly format). Examples of data collected are as follows:
 - a. Inventory Item Category (Advertising, Event, Preferred Vendor, Capital Project, Naming Rights, etc.)
 - b. Address/physical location, description, date added to the database, utilization statistics
 - c. Pedestrian, vehicular, viewership or other relevant exposure data
 - d. Marketing opportunity available (advertising, branding, promotion, etc.)
 - e. Rights available, date available, etc.
 - f. Any sales history (to whom, what price, when, etc.)
 - g. Any known conflicts/limitations on selling
 - h. Contact address, phone fax and e-mail
 - i. Terms (length, price, options to renew)
 - j. Rights granted
 - k. Any encumbered reversionary rights.
 - l. Legal/policy limitations on rights
 - m. Suggested pricing
 - n. Assessment of the value range for assets
 - o. Suggested/possible bundling opportunities with other assets
 - p. Assessment of the degree of difficulty to obtain a sale
 - q. Indication of priority

- d) Integration of Broad City Goals:** The extent to which the proposal integrates and supports related major City goals for Economic Development, Tourism, Cultural Affairs and Parks & Recreation. **15 Points**
- e) Fee Amount:** Total amount of all fees proposed. **10 Points**
- f) Vision and Outcomes:** Quality and practicality of proposer's stated vision and outcomes for a City of Miami Beach corporate sponsorship program. **10 Points**
- g) Time On Site:** Amount of time proposer actually intends to spend in the City of Miami Beach researching, interviewing and preparing the deliverables, and more generally, in "servicing the account." **10 Points**

CONCLUSION:

In conclusion, the Administration recommends that the Mayor and City Commission authorize the issuance of a request for proposals for a corporate sponsorship contract for the City of Miami Beach.


JMG/RCM/KS/JM
CorporateSponsorshipmemo

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, UPON RECOMMENDATION OF THE ADMINISTRATION, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CITYWIDE CORPORATE SPONSORSHIP PROGRAM.

WHEREAS, a May 14, 2002 report by the Parks & Recreation Programs Blue Ribbon Citizens' Committee cited funding as a paramount concern in fulfilling the expectations of residents; and

WHEREAS, the Committee recommended that the City needs to be more creative and proactive in establishing multiple funding streams to leverage against the General Fund and user fees; and

WHEREAS, the Committee further recommended that the City should engage in an active corporate sponsorship program to raise additional programming funds; and

WHEREAS, in response to the Committee's recommendations, the Administration and the Parks and Recreation Department have initiated several steps that indicate there is a potential for the City to benefit substantially from participating in corporate sponsorship opportunities; and

WHEREAS, in order to proceed, the Administration has developed the scope of work and evaluation matrix to be included in a Request for Proposals for the development and implementation of a Citywide corporate sponsorship program.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein approve the issuance a Request for Proposals (RFP) for the development and implementation of a Citywide corporate sponsorship program.

PASSED AND ADOPTED this _____ day of _____, 2003

MAYOR

ATTEST:

CITY CLERK

JMG/RCM/KS/JM

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

F:\SALL\Previous\KEVIN\Commission 2003\July 30\Corporate Sponsorship RFP_Com. Reso. 7-23-03.doc


City Attorney

7-29-03
Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Retroactive approval of the actions of the Administration with respect to finding and declaring the existence of a parking emergency with respect to increased traffic and parking demand caused as a result of reconstruction to the Bayview Condominium Parking Garage from July 14, 2003 through July 18, 2003; allowing for the provision of a specified vacant lot, located on 17th Street and West Avenue (Housing Authority Lot), as designated by the Administration; provided that the City shall further require parking operators to secure the appropriate insurance and occupational licenses required by the City Code to operate self-parking operations for the purposes set forth in this resolution.

Issue:

Whether to retroactively approve the declaration of a parking emergency from July 14, 2003 through July 18, 2003, as result of the reconstruction to the Bayview Condominium Parking Garage; allowing for the provision of a specified vacant lot, located on 17th Street and West Avenue (Housing Authority Lot), as designated by the Administration; provided that the City shall further require parking operators to secure the appropriate insurance and occupational licenses required by the City Code to operate self parking operations for the purposes set forth in this resolution.

Item Summary/Recommendation:

During reconstruction projects and various events and/or weekends throughout the year, severe parking demand leads to mobility problems and ultimately gridlock on our City's roadway system. This fact has been experienced during the Collins Avenue Reconstruction Project Phase I and II, Municipal Parking Lot 4C (Epicure Lot) Renovations, Boat Show, Memorial Day Weekend, and New Year's Eve. The creation of additional parking opportunities for visitors to the City during renovation projects and/or high impact events, coupled with an enhanced Electrowave circulator program (park-and-ride services) alleviates the mobility problems and gridlock anticipated during these renovations, events, and/or weekends.

The Administration recommends the adoption of the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\apr3003\consent\lotemergepicurememorialday.sum.DOC

AGENDA ITEM C70
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING THE ACTIONS OF THE ADMINISTRATION WITH RESPECT TO FINDING AND DECLARING THE EXISTENCE OF A PARKING EMERGENCY WITH RESPECT TO THE BAYVIEW CONDOMINIUM PARKING GARAGE RECONSTRUCTION LOCATED AT 1345 LINCOLN ROAD; AND FURTHER DECLARING THE EXISTENCE OF A PARKING EMERGENCY ON THE FOLLOWING SPECIFIED DATES WITH RESPECT TO THE INCREASED TRAFFIC AND PARKING DEMAND CAUSED AS A RESULT OF THIS RECONSTRUCTION FROM JULY 14, 2003 THROUGH JULY 18, 2003; ALLOWING FOR THE PROVISION OF THE VACANT LOT LOCATED AT 17TH STREET AND WEST AVENUE OWNED BY THE HOUSING AUTHORITY TO BE UTILIZED TO SATISFY SAID INCREASED DEMAND; PROVIDED THAT THE CITY SHALL FURTHER REQUIRE PARKING OPERATORS TO SECURE THE APPROPRIATE SECURITY, INSURANCE AND OCCUPATIONAL LICENSES REQUIRED BY THE CITY CODE TO OPERATE SELF-PARKING OPERATIONS FOR THE PURPOSES SET FORTH IN THIS RESOLUTION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City of Miami Beach has experienced parking shortages during construction projects and major events such as the Collins Avenue Reconstruction Project Phase I and II, Municipal Parking Lot 4C (Epicure Lot), NFL Weekend 1999, the NMMA Boat Show, Graphics of the Americas, and Auto Show. There are various construction projects and annual or one-time special events scheduled on Miami Beach and the Administration has determined that there will be a severe parking shortage for a number of these projects/events.

ANALYSIS

Bayview Condominium, located on 1345 Lincoln Road, refurbished their parking structure. The refurbishment rendered the structure useless for parking between July 14 -18, 2003. The Administration deemed that this constituted the declaration of a parking emergency in order to temporarily provide additional parking in a vacant parking lot in the area. This

alleviated the demand for parking. Bayview Condominium residents used the vacant lot located on 17th Street and West Avenue (Housing Authority Lot).

CONCLUSION

The Mayor and City Commission should retroactively approve the declaration of a temporary parking emergency during the reconstruction of the Bayview Condominium Parking Garage from July 14-18, 2003. The Administration further requests that the Mayor and City Commission authorize the City Manager to require parking operators to secure the appropriate insurance and occupational licenses required by the City Code to operate self-parking and/or valet parking operations for this purpose.


JMG/CMC/SF

T:\AGENDA\2003\jul3003\CONSENT\LOTEMERGbayviewcondo.CME.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING THE ACTIONS OF THE ADMINISTRATION WITH RESPECT TO FINDING AND DECLARING THE EXISTENCE OF A PARKING EMERGENCY WITH RESPECT TO THE BAYVIEW CONDOMINIUM PARKING GARAGE RECONSTRUCTION LOCATED AT 1345 LINCOLN ROAD; AND FURTHER DECLARING THE EXISTENCE OF A PARKING EMERGENCY ON THE FOLLOWING SPECIFIED DATES WITH RESPECT TO THE INCREASED TRAFFIC AND PARKING DEMAND CAUSED AS A RESULT OF THIS RECONSTRUCTION FROM JULY 14, 2003 THROUGH JULY 18, 2003; ALLOWING FOR THE PROVISION OF THE VACANT LOT LOCATED AT 17TH STREET AND WEST AVENUE OWNED BY THE HOUSING AUTHORITY TO BE UTILIZED TO SATISFY SAID INCREASED DEMAND; PROVIDED THAT THE CITY SHALL FURTHER REQUIRE PARKING OPERATORS TO SECURE THE APPROPRIATE SECURITY, INSURANCE AND OCCUPATIONAL LICENSES REQUIRED BY THE CITY CODE TO OPERATE SELF-PARKING OPERATIONS FOR THE PURPOSES SET FORTH IN THIS RESOLUTION.

WHEREAS, the City has historically experienced parking shortages during construction projects and major events such as the Collins Avenue Reconstruction Project Phase I and II, Municipal Parking Lot 4C (Epicure Lot), NFL Weekend 1999, Memorial Day Weekend, the NMMA Boat Show, Graphics of the Americas, and the Auto Show; and

WHEREAS, during various periods throughout the year, severe parking demand has historically led to mobility problems and ultimately gridlock on our City's roadway system; and

WHEREAS, parking facility renovations, from time to time, also temporarily displace public parking and in certain highly trafficked areas, create a short term parking emergency similar to those experienced during special events and event weekends; and

WHEREAS, the Administration has found that allowing for the use of specified vacant surface parking lots for additional parking opportunities during renovation projects and/or high impact events, coupled with an enhanced Electrowave circulator program (park-and-ride) service, has alleviated the mobility problems and gridlock anticipated during these event weekends; and

WHEREAS, the Administration found that such a temporary parking emergency existed from July 14, 2003 through July 18 2003, due to the reconstruction of the Bayview Condominium Parking Garage, located at 1345 Lincoln Road, and would herein recommend that the Mayor and City Commission notify such actions for the term set forth herein; and

WHEREAS, the Administration identified a specified vacant surface lot, located on 17th Street and West Avenue (Housing Authority Lot) that was available for use from July 14, 2003 through July 18, 2003, to alleviate anticipated traffic congestion and severe parking demand; and

WHEREAS, the Administration required parking operators and/or lot owner to secure the appropriate insurance and Occupational Licenses, as required by the City Code, to operate the referenced lot for self-parking and/or valet parking, for this purpose.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and Commission retroactively approve the actions of the Administration with respect to finding and declaring the existence of a parking emergency with respect to increased traffic and parking demand caused as a result of the reconstruction of the Bayview Condominium Parking Garage from July 14, 2003 through July 18, 2003; allowing for the provision of self-parking and/or valet parking in a specified vacant lot, located on 17th Street and West Avenue (Housing Authority Lot), as designated by the Administration; and providing that the City shall further require designated parking operators and/or lot owners to secure the appropriate insurance and occupational licenses required by the City Code to operate self parking operations for the purposes set forth in this resolution.

PASSED AND ADOPTED this _____ day of _____, 2003.

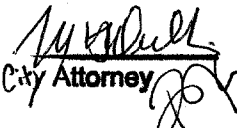
MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

JMG/CMC/SF
T:\AGENDA\2003\apr3003\consent\LOTEMERGBayviewcondo.RES.doc


City Attorney 7-23-03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution rejecting all responses for the management and operations of the North Shore Park Tennis Center, waiving the competitive bidding process and amending the management agreement with Green Square, Inc., to provide professional tennis management and operations services for the North Shore Park Tennis Center, and modifying select terms and conditions of the existing agreement.

Issue:

Shall the City Commission reject all responses for the management and operations of the North Shore Park Tennis Center waive the competitive bidding process and amend the agreement with Green Square, Inc., to provide professional tennis management and operations services for the North Shore Park Tennis Center, and modify select terms and conditions of the existing Green Square, Inc. management agreement.

Item Summary/Recommendation:

At the January 9, 2002, Commission meeting the Administration recommended the City enter into negotiations with the top ranked firm of Green Square, Inc., to manage and operate the Flamingo Tennis Center; and approve the rejection of all proposals received relating to the North Shore Park Tennis Center. A discussion was held and the Flamingo Park and North Shore Park issues were bifurcated. A motion was approved for the Administration to negotiate with Green Square, Inc., for the Flamingo Park Tennis Center only. A second motion was made to negotiate with Richard Johnston for the North Shore Park Tennis Center.

The Administration negotiated a contract with Green Square, Inc. which was approved by the City Commission on April 10, 2002. In spite of a concerted effort to negotiate acceptable terms and conditions with Richard Johnston for the North Shore Park Tennis Center an impasse was declared and affirmed by Mr. Johnston and his attorney. The Administration again contacted Mr. Johnston on May 30, 2003, to offer him the option of managing and operating the North Shore Tennis Center under the same terms as was being requested in the proposed amended agreement by Green Square, Inc. Mr. Johnston indicated he could not accept the revised terms. The North Shore Tennis Center is anticipated to open in August or September and needs operations and management personnel. Green Square, Inc. has provided quality services at Flamingo and has agreed to do so at North Shore under the same terms as proposed in the amended agreement. To re-bid at this time would substantially delay the opening of the tennis center.

Advisory Board Recommendation:

The Parks Advisory Board was advised of the contractual proposals and voted to approve new tennis fees at the meeting of June 23, 2003.

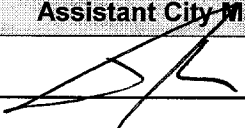
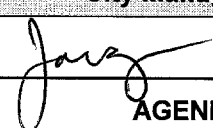
Financial Information:

Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

--

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C7P

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REJECTING ALL PROPOSALS RECEIVED FOR THE MANAGEMENT AND OPERATION OF THE NORTH SHORE TENNIS CENTER AS SUBMITTED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 8-00/01; FURTHER APPROVING, BY 5/7THS VOTE, A WAIVER OF COMPETITIVE BIDDING FOR THE PROFESSIONAL TENNIS MANAGEMENT AND OPERATIONS OF THE NORTH SHORE PARK TENNIS CENTER, FINDING SUCH WAIVER IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE ADMINISTRATION TO NEGOTIATE A FIRST AMENDMENT TO THE CURRENT GREEN SQUARE, INC. MANAGEMENT AGREEMENT FOR THE COMPREHENSIVE PROFESSIONAL TENNIS MANAGEMENT AND OPERATIONS SERVICES AT THE CITY'S FLAMINGO PARK TENNIS CENTER, TO INCLUDE THE TENNIS MANAGEMENT AND OPERATIONS FOR THE NORTH SHORE PARK TENNIS CENTER; PROVIDING THAT SAID AGREEMENT BE REVIEWED BY BOTH THE CITY ATTORNEYS OFFICE AND THE CITY'S BOND COUNSEL FOR COMPLIANCE WITH ANY AND ALL REQUIREMENTS OF ANY PUBLIC MONIES USED TO IMPROVE THE TENNIS FACILITIES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT IF NEGOTIATIONS ARE FINALIZED DURING THE AUGUST RECESS OF THE CITY COMMISSION.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS

In 2001, the Administration initiated a review of the management structure for the Tennis Centers. It was determined that, because it had been several years since a Request for Proposals for the Management of the Tennis Centers had been issued and in light of the impending substantial improvements to the tennis centers, it was time to issue a new Request for Proposals for the comprehensive management and operations services at the City's Tennis Centers.

At the January 9, 2002, Commission meeting the Administration recommended the City be authorized to enter into negotiations with the top ranked firm of Green Square, Inc., to manage and operate the Flamingo Tennis Center; and approve the rejection of all proposals received relating to the North Shore Park Tennis Center. After Commission discussion, the two centers were considered separately. The discussion concluded with the motion to approve the Administration's recommendation to negotiate with Green Square, Inc., for the Flamingo Park Tennis Center only. A second motion was made to negotiate with Richard Johnston for the North Shore Park Tennis Center.

As directed the Administration successfully negotiated a contract with Green Square, Inc. to manage and operate the Flamingo Tennis Center. This agreement was approved by the City Commission on April 10, 2002. Additionally, as directed, in November of 2002, the Administration entered into negotiations with Richard Johnston for the management and operations of the North Shore Tennis Center. In spite of a concerted effort to negotiate acceptable terms and conditions with Richard Johnston for the North Shore Park Tennis Center an impasse was declared and affirmed by Mr. Johnston and his attorney on February of 2003.

Since executing the Management Agreement, Green Square, Inc. has provided high quality professional tennis services for the patrons of the Flamingo Tennis Center. The level of customer satisfaction is high and the residents of Miami Beach partaking of tennis services are generally pleased with the maintenance standards of the facility, professionalism of the staff and the quality of the programs, lessons and clinics.

However, since early 2003, the management of Green Square, Inc., has expressed concern that they were generating substantially less revenue than they had originally projected. This issue was putting the quality level of the programs and services at risk and therefore the management has requested considerations be given to them in terms of amendment to the existing management agreement.

Green Square, Inc., request for the City to amend the current agreement is based on the following concerns:

1. The impact of the on-going down turn the economy has had on individual's willingness to expend their discretionary income on leisure time activities such as after school tennis for their children or a private lesson for themselves.
2. The impact the negative economy, the potential military action and the threats of terrorism has had on attracting the tennis playing tourist visiting Miami Beach.
3. The inequality of the City's currently established tennis fees as compared to the other municipal tennis facilities in the market area.

4. The uncertainty of Green Square, Inc.'s future and their inability to maintain a level of quality service and client list based on the impending closure of the Flamingo Tennis Center for at least twelve (12) months while the tennis center is completely renovated. If they are required to suspend services for this period due to the lack of an alternative facility, they will lose all the momentum and client contact they have built up since taking over the Flamingo Tennis Center.

In order to continue to manage and operate at the level of service and establish an on-going high quality program long term, with a fair return to the company, Green Square Inc. requested the following amendments to the existing agreement:

Proposed Management Agreement Amendments

1. **Premises to be Managed:** The certain City-owned recreational facilities commonly known as the Flamingo Tennis Center located at 11th Street and Jefferson Avenue, and ***the North Shore Park Tennis Center located at 501 72nd Street*** together with all buildings, improvements and fixtures located thereon.
2. **Fees Structure:** The Contractor will collect all revenues generated at the Flamingo ***and North Shore Tennis Centers*** on behalf of the City and deposit them into an account established by the City. The City will then pay the Contractor from said account for the services stipulated in the Agreement. The City will retain a minimum of \$48,000 annually, based on a monthly guarantee of 10% of gross receipts /revenues ~~for the months of April – September, 2002, and~~ a minimum monthly payment of \$4,000 per month ***for both tennis facilities*** or a percentage of gross receipts/ revenues, which ever is greater, for the remaining period of this Agreement based on the percentages stipulated in the Schedule To Price Proposal Form submitted by Green Square in their response to the RFP and incorporated herein as "Exhibit A" of the attached Agreement. Said minimum payment shall be adjusted to \$1,550 per month immediately upon the closure of the Flamingo Park Tennis Center for construction and remain in effect until the Flamingo Tennis Center is reopened.
3. **Term:** Three (3) years, with two (2) one-year extensions on a year to year basis at the City's option. Additionally, the City shall have the option to terminate this Agreement at the conclusion of the second year at its convenience and without cause and/ ***or any time at the City's convenience and without cause*** with sixty (60) days written notice to the Contractor ~~should it be deemed necessary due to the construction of the Flamingo Tennis Center.~~ It shall also be the City's option to suspend the terms and conditions of this Agreement during the period the Flamingo Tennis Center is under construction and resume it when the Center reopens, with no impact to the City or Contractor.

4. **Payment and Performance Bond:** Upon Commencement Date and throughout the term of the Agreement, the Contractor will provide a ~~\$100,000~~ \$25,000 performance bond, Letter of Credit or some other form of payment and performance guarantee acceptable to the City.

5. **Maintenance:** The Contractor shall be responsible for the daily and routine maintenance of the buildings, facilities and courts at its sole expense the entire period this Agreement is in effect. The City shall continue to maintain all ~~major~~ electrical, HVAC and plumbing systems at its expense and further acknowledges that Contractor shall not be required to improve, repair, restore, refurbish, or otherwise incur any expense in improving or changing the condition of the Premises ~~if same requires Contractor to exceed the threshold amount of \$1,000 per occurrence.~~ The Contractor shall not be responsible for ~~major~~ repairs to sports lighting, roofs, exterior walls, air-conditioning, plumbing, electrical system(s) or foundations. The City will be responsible for these costs. The City will maintain the grass **and landscaping** in ~~these portions of Flamingo Park surrounding the Center, but not~~ **and within both Center(s).**

6. **Utilities:** The CONTRACTOR shall pay before delinquency any and all charges ~~for utilities used by, for, or on behalf of the operations contemplated herein including, electricity, gas, heating, cooling, trash collection, business telephone, etc.~~ Format of billing procedures shall be developed and agreed upon between the City and the CONTRACTOR. The City shall maintain and pay for its local service (2 lines) currently in the Center for a period of no less than one year from the Commencement Date, for continuity and convenience of its residents, and for the water and sewer used at the Center during the term of this Agreement.

7. **Fees:** The Administration with input and review of the Parks and Recreational Facilities Advisory Board has developed a revised tennis fees schedule which is included in the Parks and Recreation Department's comprehensive fees schedule. If approved by the City Commission the new fee structure will be implemented by Green Square, Inc. effective October 1, 2003 at the Flamingo and **North Shore Tennis Center.**

Attached to this Commission memorandum is a schedule explaining the economic impact of this amendment and outlining the yearly expenses that will be borne by the City of Miami Beach after the amendment. In addition, attached is a listing of current programs offered by Green Square, Inc. at Flamingo and the proposed programs to be offered at the North Shore Tennis Center.

The recommendation to waive the competitive bidding process and add the management and operations of the North Shore Park Tennis Center is based on the following factors:

- A) In spite of a concerted effort to negotiate acceptable terms and conditions with Richard Johnston for the North Shore Park Tennis Center as directed by the City Commission an impasse was declared and affirmed by Mr. Johnston and his attorney. Additionally, due to the requested amendment to the terms in the Green Square agreement, the Administration again contacted Mr. Johnston on May 30, 2003, offer him the option of managing and operating the North Shore Tennis Center under the same terms as was being requested in the amendment by Green Square, Inc.

On June 17, 2003, Mr. Johnston indicated he could not accept the most recent terms and on June 20, 2003, the Administration sent Mr. Johnston a correspondence to confirm his rejection of the May 30th proposal. Please see the attached copy of this correspondence.

- B) The North Shore Tennis Center is anticipated to open in August or September and needs operations and management personnel. To re-bid at this time would substantially delay the opening of this new state of the art tennis facility for at least 90 days.
- C) Green Square, Inc. has satisfactorily provided quality customer service and professional tennis operations and management at the Flamingo Tennis Center for more than one year. During this time they have built a substantial client base comprise of Miami Beach residents as well as hotel and day guests. They have expressed their willingness to provide the same level of service to the residents and guests of North Beach. Additionally, operating North Shore Park Tennis Center while the Flamingo Tennis Center is closed for renovations will ensure continuity for our residents now utilizing the services provided by Green Square, Inc., at the Flamingo Tennis Center.
- D) Based on an operational analysis the Administration has determined it is far more beneficial to the City to amend the Green Square, Inc. agreement to include the North Shore Tennis Center than to delay the process and issue a new bid or to manage it utilizing Parks and Recreation personnel. Attached is a summary of this analysis.

The Administration recommends that the Mayor and City Commission approve the attached resolution to ensure the ongoing provision of quality and cost effective tennis management and operations services at the City's Flamingo and North Shore Parks Tennis Centers.

JMG:RCM:KS:JEM

T:\AGENDA\2003\jul3003\regular\7-30-03-Com.memo_Green Sq Agmt_AmmendmentII 7-25-03.doc

RESOLUTION TO BE SUBMITTED

As of 7/23/03

Analysis of Greensquare modification of Agreement
Economic Impact to the City of Miami Beach

	NORTH SHORE		FLAMINGO	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
Revenues	\$ -	\$ 23,500	\$ 48,000	\$ 34,400
Minimum Guarantee assumed				
<u>Added Expenses due to the contract modifications:</u>				
ELECTRICITY	\$ -	\$ 16,720	\$ -	\$ 30,000
GAS, OIL, FUEL	\$ -	\$ 1,000	\$ -	\$ 1,500
TELEPHONE	\$ -	\$ 1,000	\$ -	\$ 1,000
REPAIR AND MAINTENANCE SUPPLIES	\$ -	\$ 3,000	\$ -	\$ 3,000
BUILDING REPAIR IN AMOUNTS LESS THAN \$1,000	\$ -	\$ 5,000	\$ -	\$ 20,000
Expenses to be paid by City- not Greensquare	\$ -	\$ 26,720	\$ -	\$ 55,500
Net Pro-Forma Impact	\$ -	\$ (3,220)	\$ 48,000	\$ (21,100)

	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
<u>Estimated Revenues @ Minimum Guarantee</u>	\$ -	\$ 23,500	\$ 48,000	\$ 53,000
	Est. @ \$1,550/month		@ \$4,000/mnth	
<p>Note** Revenues currently in force at Flamingo Total \$ 4,000 per month As proposed, the \$ 4,000 will be split into the two centers. \$ 1,550 as a minimum guarantee for North Shore and \$ 2,450 as a minimum guarantee for Flamingo. This represents a reduction in revenue at Flamingo of \$ 18,600</p>				
Net estimated Revenues	\$ -	\$ 23,500	\$ 48,000	\$ 34,400
				\$ (18,600)

GREENSQUARE TENNIS

Flamingo Park Tennis Facility

19 clay courts, 15 lighted with full service pro-shop

Hours

Monday – Friday 8 am to 9 pm

Saturday & Sunday 8 am to 8 pm

CLINICS

Beginner Clinic

Wednesday nights 7:30 – 9:00 pm

Intermediate Clinic

Monday & Wednesday 9:30 – 11:00 am

Tuesday 7:30 – 9:00 am

Advanced Co-ed Clinic (NTRP 4.0 and up)

Monday nights 7:30 – 9:00 pm

Saturday: 0:30 – noon

Match Touch (round robin for advanced players)

Saturday 1:30 – 3:30 pm

PROGRAMS

Afterschool

Pee Wees (ages 4 to 6)

Designed to introduce basics by combining motor skills and basic tennis techniques

Monday – Thursday 3:30 – 4:30 pm

Friday 4:00 – 5:00 pm

Juniors (ages 7 to 13)

Focused on stroke production, match play and strategy. Program will also introduce footwork and physical fitness as part of the training

Monday – Friday 4:00 – 5:30 pm

High School (ages 14 – 18)

Same as the junior program with emphases on live ball drills, match play, mental toughness and tournaments.

Monday – Friday 4:00 – 5:30 pm

GREENSQUARE TENNIS

Flamingo Park Tennis Facility- Cont.

Mom's After school Clinic (beginner/intermediate)

Why watch when you can play? This program is primarily for mothers who have children in the after school program. However, the clinic is also opened to anyone (men welcomed).

Monday – Thursday 4:00 – 5:30 pm

SUMMER CAMP

Camp Directors

Jim Bollettieri
Tom Mar

GreenSquare Summer Camp was designed to incorporate the same teaching methods used by world-renowned Nick Bollettieri. With recreational players in mind, campers still benefit from the most advance teaching methods used by Mr. Bollettieri. But unlike Nick's goal of making champions, our focus is on teaching fundamentals and having fun.

GreenSquare offers an array of activities that compliment its world class academy-style tennis program. Campers enjoy a variety of activities that include swimming, soccer, basketball, baseball, kickball, indoor games and activities such as cards, bingo, movies, and arts and crafts.

Located in the heart of world famous south Beach (just minutes away from Ocean drive and Lincoln Road) parents can now include their summer plans with their kids. Go play awhile they play. And for the tennis mom and dad, adult programs are also available (look under "programs" for more information).

Summer Camp Programs

Pre-Camp (1 week)

June 9 – 13 10:00 am – 3:00 pm

Camp

June 16 – August 22 10:00 am – 3:00 pm

Pre-care 8:00 – 10:00 am

Post-care 3:00 – 5:00 pm

Shuttle services are available in the Gold Beach/Aventura area and the South Miami/Coconut Grove area. Pick up and drop off areas will be at the Aventura Mall and the Cocoplum Circle

GREENSQUARE TENNIS

North Shore Park Tennis Facility

10 clay courts, 2 hard courts 12 lighted with full service pro-shop

Hours

Monday – Friday 8 am to 9 pm
Saturday & Sunday 8 am to 8 pm

CLINICS

Beginner Clinic

Wednesday nights 7:30 – 9:00 pm

Intermediate Clinic

Monday & Wednesday 9:30 – 11:00 am
Tuesday 7:30 – 9:00 am

Advanced Co-ed Clinic (NTRP 4.0 and up)

Monday nights 7:30 – 9:00 pm
Saturday: 0:30 – noon

Match Touch (round robin for advanced players)

Saturday 1:30 – 3:30 pm
Fee: \$20.00

PROGRAMS

Afterschool

Pee Wees (ages 4 to 6)

Designed to introduce basics by combining motor skills and basic tennis techniques

Monday – Thursday 3:30 – 4:30 pm
Friday 4:00 – 5:00 pm

Juniors (ages 7 to 13)

Focused on stroke production, match play and strategy. Program will also introduce footwork and physical fitness as part of the training

Monday – Friday 4:00 – 5:30 pm

High School (ages 14 – 18)

Same as the junior program with emphases on live ball drills, match play, mental toughness and tournaments.

Monday – Friday 4:00 – 5:30 pm

GREENSQUARE TENNIS

North Shore Park Tennis Facility- Cont.

Mom's After school Clinic (beginner/intermediate)

Why watch when you can play? This program is primarily for mothers who have children in the after school program. However, the clinic is also opened to anyone (men welcomed).

Monday – Thursday 4:00 – 5:30 pm

SUMMER CAMP

Camp Directors

Jim Bollettieri
Tom Mar

GreenSquare Summer Camp was designed to incorporate the same teaching methods used by world-renowned Nick Bollettieri. With recreational players in mind, campers still benefit from the most advance teaching methods used by Mr. Bollettieri. But unlike Nick's goal of making champions, our focus is on teaching fundamentals and having fun.

GreenSquare offers an array of activities that compliment its world class academy-style tennis program. Campers enjoy a variety of activities that include swimming, soccer, basketball, baseball, kickball, indoor games and activities such as cards, bingo, movies, and arts and crafts.

For the tennis mom and dad, adult programs are also available (look under "programs" for more information).

Summer Camp Programs

Pre-Camp (1 week)

June 9 – 13 10:00 am – 3:00 pm

Camp

June 16 – August 22 10:00 am – 3:00 pm

Pre-care 8:00 – 10:00 am

Post-care 3:00 – 5:00 pm

Shuttle services are available in the Gold Beach/Aventura area and the South Miami/Coconut Grove area. Pick up and drop off areas will be at the Aventura Mall and the Cocoplum Circle

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a contract to Falcon Fire Protection, Inc., in the amount of \$89,750, for the installation of a fire sprinkler system in the Byron Carlyle Theater.

Issue:

Shall the City Commission ratify a contract in the amount of \$89,750 to Falcon Fire Protection, Inc. for the installation of a fire sprinkler system in the Byron Carlyle Theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts exceeding \$25,000 must be brought back before Commission for Ratification. After a bid process that used specifications that are specific to the needs of the Byron Carlyle Theater, Falcon Fire Protection, Inc. was the lowest responsive responsible bidder for the scope of work required to meet Fire and Building Code requirements in the facility. As requested by the City Commission, the total project budget cost to date is shown in the attachment.

The Administration recommends that the Mayor and City Commission ratify the contract with Falcon Fire Protection, Inc. in the amount of \$89,750 for the installation of a fire sprinkler system in the Byron Carlyle Theater.

Advisory Board Recommendation:

--

Financial Information:

Amount to be expended:

Source of Funds:	Amount		Account	Approved
	1	\$89,750	# 303.2316.000676	
	2		State Cultural Facilities Program	
	3		Grant FY 01-02	
	4			
	Total	\$89,750		

Finance Dept.

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7Q
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM NO.

DATE: July 30, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, RATIFYING A CONTRACT IN THE AMOUNT OF \$89,750, TO FALCON FIRE PROTECTION, INC., FOR THE INSTALLATION OF A FIRE SPRINKLER SYSTEM IN THE BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Ratify the resolution.

ANALYSIS

During the programming and design of the interior space of the Byron Carlyle Theater, it was determined by the Fire Department and by Fire Code that the occupancy load levels of the performing arts space and the facility exceeded the 300 person limits, which requires the installation of a fire sprinkler system in the entire building.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and retained a certified fire sprinkler system engineer to provide the required occupancy load calculations, and to provide for the required and sealed construction documents necessary to permit and bid the project.

After receiving the construction documents, five certified fire sprinkler system contractors were contacted to provide quotes for the fire sprinkler system installation work. Of the five firms that received bid packages, three submitted quotes for the project. After reviewing the quotes, and after checking background references, plus

licensing, and insurance requirements, the Property Management Director determined that Falcon Fire Protection, Inc was the lowest responsive responsible bidder on the project. A contract was prepared with Falcon Fire Protection, Inc., in the amount of \$89,750, and was reviewed and form approved by the Legal Department on March 10, 2003. The contract was signed by the contractor and executed by the Mayor and City Clerk as required. As requested by the City Commission, the total project budget cost to date is shown in the attachment.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Falcon Fire Protection, Inc., in the amount of \$89,750, for the installation of a fire sprinkler system in the Byron Carlyle Theater.

JMG/RCM/FB/BAJ

C:\My Files\Commemo\ByronRatifyFire SprinklerMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 FIRE SPRINKLER SYSTEM INSTALLATION AT THE
 BYRON CARLYLE THEATRE
 QUOTATION # VA-QT02-003
 TABULATION SHEET

DESCRIPTION	Falcon Fire Protection	Accurate Fire Sprinkler	Absolute Fire Protection	HANG FIRE	Monarch Fire Protection
Fire Sprinkler System					
Lump Sum	\$ 89,750.00	\$ 97,000.00	\$ 100,222.00	No Response	No Response

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE AMOUNT OF \$89,750, WITH FALCON FIRE PROTECTION, INC., FOR THE INSTALLATION OF A FIRE SPRINKLER SYSTEM IN THE BYRON CARLYLE THEATER.

WHEREAS, during the programming and design of the interior space of the Byron Carlyle Theater, it was determined by the Fire Department and Florida Building Code, that the occupancy requirements of the building exceeded 300 persons and required the installation of a fire sprinkler system; and

WHEREAS, the Mayor and City Commission, at its November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and ordered the preparation of mechanical engineered construction documents for the bid and permit requirements necessary to install a fire sprinkler system in the facility; and

WHEREAS, after receiving the construction documents, five certified fire sprinkler contractors were contacted to provide quotes for the scope of work of which three provided bids for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Falcon Fire Protection, Inc. provided the lowest responsive responsible bid for the work; and

WHEREAS, a contract with Falcon Fire Protection, Inc. in the amount of \$89,790, was prepared and form approved by the Legal Department, and executed by the Mayor and City Clerk for the installation of a fire sprinkler system in the Byron Carlyle Theater; and

WHEREAS, as required by Resolution No.2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforesated contract; said contract deemed necessary to continue the prosecution of work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, in the amount of \$89,790, to Falcon Fire Protection, Inc. for the installation of a fire sprinkler system in the Byron Carlyle Theater.

PASSED and ADOPTED this _____ of _____, 2003.

ATTEST:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

CITY CLERK

MAYOR



City Attorney

 6-17-03

Date

AGREEMENT

THIS AGREEMENT made this 4 day of FEB March 2003, A.D. between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

Falcon Fire Protection, Inc.

8690 NW 58 Street

Miami, FL 33166

hereinafter called the Contractor, which term shall include its heirs, successors and assigns, party of the other part.

WITNESSETH that the said Contractor for the consideration and compensation herein agreed to be paid and the said City in consideration of the construction of improvements to be done by said Contractor and designated " **FIRE SPRINKLER SYSTEM INSTALLATION AT THE BYRON CARLYLE THEATRE** " by said City, do hereby mutually agree as follows:

1. This Agreement shall extend to and be obligatory upon said City, its successors and assigns, and upon said Contractor and its heirs, successors and assigns. Neither this Agreement nor any part thereof nor any part of the Work herein contemplated, shall be assigned or sublet, nor shall any sums of money provided to be paid to said Contractor be assigned by said Contractor to anyone without the consent of the City Commission of said City evidenced by its resolution.
2. The foregoing pages of this booklet, including the Notice to Contractors, the Proposal, and the Contract Documents and such alterations as may be made in said Plans and Specifications as therein provided for, are hereby referred to and made a part of this Agreement and the terms and conditions set forth therein, except when in direct conflict with this written Contract, are as much a part hereof as if copied herein. If conflicts exist between them and this written instrument, only that part of the matter in direct conflict herewith shall not be construed to be a part hereof.
3. The Contractor shall commence work within seven (7) days of the Notice to Proceed and shall construct and complete in a good and workmanlike manner the materials herein referred to, strictly in accord herewith the following:
 - 3.1 The Contractor shall be **Substantially Completed with the Work within ninety (90) calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and **ready for final payment** in accordance with paragraph 14.13 of the General Conditions **within one-hundred-twenty (120) calendar days** after the date when the Contract Time commences to run.

QUOTE NO: VA-QT02-003
DATE: 01/13/03

CITY OF MIAMI BEACH
30

- 3.2 Damages - City and Contractor recognize that the City will suffer direct financial loss if Work is not completed within the Contract times specified in paragraph 3.1 above (or alternate bid item No. 1, if awarded by City) plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time, and therefore time is of the essence. Accordingly, instead of requiring any such proof Contractor agrees to forfeit and pay Owner as **liquidated damages** for delay (but not as a penalty) the amount of **Two Hundred Dollars (\$200.00) for each calendar day that expires after the Contract Time specified in paragraph 3.1 for Substantial Completion** until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner **Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.** These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.
4. In such construction said Contractor shall furnish all implements, machinery, equipment, transportation, tools, materials, supplies labor, and other things necessary to the execution and completion of the Work, nothing being required of the City except that it may, at its expense, supervise such construction and enter upon and inspect the same at all reasonable times.
5. If any dispute arises between the City and said Contractor with reference to the meaning or requirements of any part of this Contract and they cannot agree, the more stringent requirements shall govern as determined by the City.
6. If the Contractor shall complete the construction herein contemplated in a good and workmanlike manner within the time herein specified and in accord herewith, the said City shall pay to the Contractor the contract sum in accordance with the Conditions of the Contract. The City, by allowing Contractor to continue with said construction after the time for its completion hereinbefore stated shall not deprive City of the right to exercise any option in this Agreement contained nor shall it operate to alter any other term of this Agreement.
7. The Contractor shall file with the Procurement Director of said City of Miami Beach a Performance and Labor and Material Payment Bond, each in the amount of 100 percent of Contract Amount, in the form as set forth herein or as otherwise approved by the City of Miami Beach City Attorney and shall be executed by said Contractor and Surety Agent authorized to do business in the State of Florida.

8. The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.
9. All documents shall be executed satisfactorily to said City and until Bonds and Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.
10. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Proposal, attached to this Agreement. The parties expressly agree that the Contract Price is a stipulated sum except with regard to the items in the Bid which are subject to unit prices.

Contract Price: \$ 89,750.00

11. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

IN WITNESS WHEREOF the said City has caused this Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed in its name.

Falcon Fire Protection Inc (SEAL)
Contractor

By Kathleen M. Weber
(Authorized Corporate Officer)

Kathleen M. Weber, President
Title

CITY OF MIAMI BEACH

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

QUOTE NO: VA-QT02-003
DATE: 01/13/03

CITY OF MIAMI BEACH
32

[Signature] 3-10-03
City Attorney **Date**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: BYRON CARLYLE THEATER – BUDGET AND PROJECT STATUS REPORT

This memorandum serves as a status report on the Byron-Carlyle Theater and outlines the funding sources for the acquisition and the existing funding sources for the on-going renovation. Information is also provided regarding the appraised value, limitations imposed by the 50% rule, the anticipated cost of the remaining work needed for the theater's renovation (through Phase II), operating costs, and information on the current status and work accomplishments on the project.

FUNDING SOURCES FOR ACQUISITION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
1/10/01	2001-24229	General Fund Undesignated	Purchase deposit	\$170,000
" "	" "	" "	Site assessment	\$20,000
4/18/01	2001-24344	General Fund Undesignated	Purchase balance	\$1,530,000
" "	" "	" "	Closing costs	\$ 12,000
TOTAL ACQUISITION EXPENSES FROM GENERAL FUND.....				\$1,732,000

APPRAISED VALUE AND 50% rule

On March 20, 2002, M.L. Cain & Associates, Inc. estimated the Replacement Cost New of the improvements as \$2,200,000. Based on this appraisal, we may only spend \$1,100,000 before triggering the 50% rule which requires a property owner to bring the entire structure up to current code. The current renovation budget has allocated approximately \$1,100,000 for construction costs and \$638,596 to equipment costs as described below. If the City were awarded the aforementioned State grant in the amount of \$500,000, the City would procure a new appraisal in anticipation of establishing a higher replacement cost. As previously reported, the Administration initially projected \$7.3 million to completely renovate the facility and bring the entire building up to current code.

FUNDING SOURCES FOR RENOVATION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
4/18/01	2001-24344	General Fund Undesignated (in account #301.2316.000676)	Required Repairs	\$500,000
5/16/01	2001-24396	Quality of Life (via NBDC) (in account #161.6235.000676)	Rehab of B-C	\$150,000
3/20/02	2002-24802	Quality of Life (via NBDC) (in account #161.6235.000676)	Theater improvements	\$150,000
5/29/02	2002-24864	Reallocation of CDBG funds (in account #132.5820.000346):		
•	FY 00/01 NBDC Com. Façade		Rehab of B-C	\$150,000
•	FY 01/02 NBDC Com. Façade		Rehab of B-C	\$150,000

•	MBCDC Pres. & Rehab Prog.	Rehab of B-C	\$100,000
06/02	Miami-Dade CDBG (via NBDC)	Purchase Equipment	\$ 50,000
6/13/02	Miami-Dade Cultural Affairs Grant		\$16,096
9/18/02	State Cultural Facilities Program Grant FY 01/02 (to reimburse us for expenditures incurred after 9/18/02. Must be expended by 4/1/04)		\$460,000
10/1/03	Miami-Dade Department of Cultural Affairs Capital Development Grant	Purchase Equipment (after 10/01/03)	<u>\$12,500</u>

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS..... \$1,738,596

The City has also applied for a Phase II grant from the State of Florida for an additional \$500,000 for the FY 03/04 grant cycle. The probability of receiving this award is uncertain at this time and will be determined during the 2003 legislative session.

CONSTRUCTION EXPENDITURES TO DATE

- Completion of Phase I – renovation of 3,400 sf of lobby space into office space
- Remodeling of the lobby restrooms into full ADA compliance
- Commencement of Phase II (lobby and theater space)
- Replacement of roof and HVAC equipment

TOTAL EXPENDITURES WHICH APPLY TO THE 50% RULE \$589,062

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II

Estimates for requirements imposed by the building and fire codes:

• Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.	\$89,750	(under contract)
• Fire Alarm System Required by Fire Code for the entire building.	\$56,305	(bid process complete)
• ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area.	\$26,000	(specifications complete)
• Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft.	\$21,000	(specifications complete)
• Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd.	\$22,500	(in design)
• Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.	<u>\$30,000</u>	(85% complete)
Total = \$245,555		

Estimates for additional costs for completion of Phase II:

• Electrical/Lighting/Fixtures (Not including Stage lighting)	\$70,000	(work underway)
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	\$20,000	(work underway)
• HVAC (Installation and existing duct cleaning)	\$20,000	(cleaning complete)
• Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)	\$65,000	(work started includes) * Partition Framing * Concrete
• Paint	\$12,000	(design phase)
• ADA Compliant Entry Doors and Handrails	\$8,000	(design phase)
• Other interior Finishes	<u>\$70,383</u>	(design phase)
Total = \$265,383		

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II \$510,938

TOTAL CONSTRUCTION COSTS THROUGH PHASE II.....\$1,100,000

REMAINING RENOVATION FUNDS

Any remaining renovation funds (**currently estimated at \$638,596**) may be utilized for costs associated directly with the Theater's operational design needs, finishes, and other design requirements. Items such as the theater stage, stage lighting, sound system, seating, theater curtains or drapes, and some decorative finishes are being considered fixtures of the building rather than part of the construction project that would count against the 50% rule.

WORK ACOMPLISHMENTS

Work accomplished on the Byron Carlyle Theater Renovation Project as of the date of this report include the following:

- 1) Design, engineering, and construction permitting: Base floorplans that reflect the theater design to include lobby, public restrooms, ADA requirements including path of travel, theater seating, stage, dressing rooms, fire prevention systems, acoustical ceilings, plumbing, HVAC, and necessary structural changes to floors, stairs, and wall openings have been completed. These plans have been reviewed by all regulatory agencies and a building permit was obtained for the required construction work.
- 2) Demolition: All interior demolition of the existing building finishes and necessary structure has been completed to facilitate the construction of the performing arts theater.
- 3) HVAC: Due to the age and condition of the existing HVAC system in place when the facility was purchased, and to meet the needs of the performing arts theater, it was required that all A/C units in the renovation space had to be replaced with new equipment. In addition, existing ductwork required cleaning and sanitation to be used in the project. Specification and required construction documents for the A/C system replacements and required ductwork cleaning requirements were developed and the project was bid for construction. This work has been completed.
- 4) Roof Replacement: Due to the condition of the existing roof of the facility, the roof areas above the project boundaries has been replaced with a new modified bitumen roof system that provides for a twenty year warranty. In addition to the roof replacement, the current Building Code required additional structural reinforcing of the roof support elements to meet post Hurricane Andrew wind up-lift code requirements. Specifications were developed, the project was contracted, and the work has also been completed.
- 5) Concrete Work: To facilitate the plan design, required the removal of structural elements including raised floor areas, relocation and the construction of new concrete stairs, and the leveling of floors in the Theater space to provide for dressing rooms and the required accessible ramps to meet ADA path of travel requirements, engineered structural plans were developed to meet these needs. Areas in the Lobby including the stairs and structural floor slab needs have been completed. Areas in the Theater space are currently under construction.
- 6) Sanitary System and Roof Drain Systems: The sanitary lift station in the facility required and received a complete renovation of the system. Problems with the roof drain system, that was inoperative and caused water intrusion into the facility, has also been resolved by means of extensive placement and repair corrections. The work on these issues has been completed and both systems are now working properly.
- 7) Fire Protection Systems: Due to current Fire Code occupancy requirements, the design of the space requires the installation of a fire sprinkler system and fire alarm system in the facility. Engineered construction documents were developed for both systems. Both systems were bid and contracts for the installations have been awarded. The installation of the fire sprinkler system

is currently underway. The installation of the fire alarm system will take place as the project construction proceeds.

- 8) Lobby Area: Interior wall framing is currently underway. Electrical and plumbing elements have progressed and have received preliminary inspections as required by the Building Department. Specifications for the installation of the acoustical ceilings, A/C ductwork reconfigurations, and wheelchair lift to the mezzanine area to comply with ADA requirements have been developed. Construction of an ADA compliant restroom in the Lobby area is currently underway. Interior finishes such as flooring, lighting, decorative wall finishes, and trim are currently being developed.
- 9) Theater Area: In addition to the concrete work and fire sprinkler system installation that are currently underway, the following are other work accomplishments in the Theater space:
- Stage: The design requirements for the theater stage have been completed. This included the stage itself, support columns to support the motorized overhead stage light rigging equipment, stage curtains, required accessible ramps, stage lights, and front of stage lighting needs. Contracts for these items have been awarded and construction and installations is planned to coordinate with the project's installation date requirements.
 - Interior Finishes: Elements of the decorative finishes to the interior of the theater spaces are currently being developed. These include wall curtains, floor finishes, sound system, accessible egress floor lighting, theater seating, railings, and theater house lighting and dimming systems. Construction plans for the dressing rooms and other interior room construction requirements are complete and are under current building permit scope. Acoustical ceiling specifications are complete and a bid documents are being prepared to allow for the contract award. Installation or construction of these items will also be determined by the installation date requirements as dictated by the project's scheduled flow of construction. This is required due to the need to complete of some elements before others can be started.
- 10) Project Schedule: Although some significant delays were experienced due to plan review revisions that were required by the Fire and ADA regulatory agencies, the project is currently under approved building permits and proceeding as planned. The Administration is now expecting the completion of the project by March 2004.

OPERATING COSTS

The budgeted general maintenance expenses have been:

- | | |
|----------------------------------|----------|
| • FY 2001/2002 from general fund | \$40,000 |
| • FY 2002/2003 from general fund | \$75,000 |

Unanticipated maintenance repair needs (unbudgeted)

- | | | |
|---|----------|------------|
| • Sanitary Sewer Lift Station: to repair the existing lift station. | \$24,924 | (complete) |
| • Repairs and replacement of existing building roof drains. | \$ 6,500 | (complete) |

Following the completion of Phase I, four tenants occupied space in the office portion of the facility. These tenants each paid \$1 per year as rent, plus the following operating expenses:

- | | |
|--|----------|
| • February 1, 2002 through September 30, 2002 (FY 01/02) | \$10,400 |
| • October 1, 2002 through January 30, 2003 | \$11,340 |

In March, 2003, due to the difficulties arising from water intrusion and roof replacement construction, three tenants were relocated and their payments were abated. The fourth tenant, North Beach Development Corporation, chose to relocate to another location in North Beach, and consequently, did not enter into a new lease with the City.

Although the theater is not yet operational, we are projecting building maintenance at \$75,000 for FY 2003/2004. The theater completion (Phase II) is projected for early 2004.

SUMMARY OF FUNDING SOURCES AND EXPENSES

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS.....\$1,738,596

EXPENDITURES TO DATE WHICH APPLY TO THE 50% RULE	\$589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II	<u>\$510,938</u>
TOTAL CONSTRUCTION COSTS THROUGH PHASE II	\$1,100,000

AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$638,596
---	------------------

BALANCE AVAILABLE FOR FUTURE RENOVATIONS.....\$0*

*In the event that the State does not award the \$500,000 Phase II grant for FY 03/04.

CONCLUSION

Due to the restrictions and limitations imposed by the 50% Rule, the design and construction must conform with the known property appraisals of replacement costs that determine construction funding limitations. Any requests for changes in the design or construction that would exceed the restrictions and limitations imposed by the 50% Rule is not being considered. The on-going development of the project, that is being designed, permitted, and constructed by the Property Management Division, continues to be done within the current and available funding that is in-place for the project.

JMG/CC/baj

C:\My Files\Byron Carlyle\Byron Carlyle Budget and Status.doc

BYRON-CARLYLE CONSTRUCTION BUDGET

CONSTRUCTION EXPENDITURES TO DATE	Original Budget March 26, 2003	Expenditures to Date	Revised Budget July 30, 2003
• Completion of Phase I – renovation of 3,400 sf of lobby space into office space	115,967	115,967	
• Partial Roof and HVAC Replacement	467,346	467,346	
• Commencement of Phase II (lobby and theater space)	5,749	5,749	
TOTAL ACTUAL COSTS FOR PHASE I	589,062	589,062	\$ 589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II			
Estimates for requirements imposed by the building and fire codes:			
• Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.	100,000	3,500	89,750 ¹
• Fire Alarm System Required by Fire Code for the entire building.	30,000	3,200	56,305
• ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area.	26,000	-	26,000
• Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft.	38,000	-	21,000 ⁵
• Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd.	22,500	-	22,500
• Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.	30,000	23,000	30,000
• Sanitary Sewer Lift Station to repair the existing lift station	27,000	-	- ⁴
	\$ 273,500	\$ 29,700	\$ 245,555
Estimates for additional costs for completion of Phase II:			
• Electrical/Lighting/Fixtures (Not including Stage lighting)	70,000	5,362	70,000
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	25,000	3,227	20,000
• HVAC (Installation and existing duct cleaning)	25,000	-	20,000
• Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)	75,000	3,814	65,000
• Paint	15,000	-	12,000
• ADA Compliant Entry Doors and Handrails	8,000	-	8,000
• Other interior Finishes	19,438	3,450	70,383
	\$ 237,438	\$ 15,853	\$ 265,383
TOTAL COSTS FOR PHASE II	\$ 510,938	\$ 45,553	\$ 510,938 ²
TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II)	\$ 1,100,000.00	\$ 634,615.15	\$ 1,100,000.00
AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$ 626,096.00	\$ 50,000.00	\$ 638,596 ³
TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS	\$ 1,726,096	\$ 684,615	\$ 1,738,596

1 - \$89,750 - Falcon Fire Protection, Inc.

2 - \$43,450 - Lango Equipment Service (applies to several budgetary line items i.e. wheelchair lift, floor finish, concretework, etc.)

3 - \$134,430 - Sound Concept, Inc.

4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.

5 - Acoustical Ceilings were originally estimated at \$5.00/sf but quote has been obtained for a cost of \$21,000.

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a contract to Sound Concepts, Inc., in the amount of \$134,430, for the installation of a stage and the associated rigging in the Byron Carlyle Theater.

Issue:

Shall the City Commission ratify a contract in the amount of \$134,430 to Sound concepts, inc. for the installation of a stage and the associated stage rigging in the Byron Carlyle theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts exceeding \$25,000 must be brought back before Commission for Ratification. As requested by the City Commission, the total project budget cost to date is shown in the attachments.

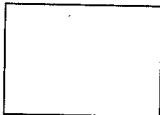
The Administration recommends that the Mayor and City Commission ratify the contract with Sound Concepts, Inc., in the amount of \$134,430.

Advisory Board Recommendation:

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1	\$134,430	161.6235.000676	
2			
3			
4			
Total	\$134,430		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM

C7R

DATE

7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM NO.

DATE: July 30, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$134,430, TO SOUND CONCEPTS, INC., FOR THE INSTALLATION OF A STAGE AND THE ASSOCIATED STAGE RIGGING IN THE BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Ratify the resolution.

ANALYSIS

During the programming and design of the performing arts stage to be used in the Byron Carlyle Theater, it was determined that due to the slope of the floor in the theater and the requirements to construct a stage in compliance with ADA without affecting existing structural elements in the building, that the stage would need to be custom designed and built.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a specification bid package that reflected the exact needs of the stage construction to comply with the existing conditions of the building and the applicable code requirements.

After completing the specifications, three firms that specialize in the construction of theater stages and the associated stage rigging requirements were contacted to provide quotes for the stage and stage rigging work. Of the three firms that received bid packages, all three submitted quotes for the project. After reviewing the quotes,

and after checking background references, plus licensing and insurance requirements, the Property Management Director determined that Sound Concepts, Inc. was the lowest responsive responsible bidder on the project. A contract was prepared with Sound Concepts, Inc., in the amount of \$134,430, and was reviewed and form approved by the Legal Department on April 4, 2003. The contract was then signed by the contractor and executed by the Mayor and City Clerk as required. As requested by the City Commission, the total project budget cost to date is shown in the attachment.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Sound Concepts, Inc., in the amount of \$134,430 for the installation of a stage and the associated stage rigging in the Byron Carlyle Theater.

JMG/RCM/FB/BAJ

C:\My Files\Commemo\ByronRatifyStageMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 STAGE-RIGGING INSTALLATION AT THE
 BYRON CARLYLE THEATRE
 QUOTATION # VA-QT04-003
 TABULATION SHEET

DESCRIPTION	Sound Concepts Inc.	Nutech Engineering	InterAmerica Stage, Inc	
Stage-Rigging Installation				
Lump Sum	\$ 134,430.00	\$ 157,429.16	\$ 198,000.00	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$134,430 TO SOUND CONCEPTS, INC., FOR THE INSTALLATION OF A STAGE AND THE ASSOCIATED STAGE RIGGING IN THE BYRON CARLYLE THEATER.

WHEREAS, during the programming and design of the performing arts stage to be used in the Byron Carlyle Theater, it was determined that due to the slope of the floor in the theater and the requirements to construct a stage in compliance with the Americans with Disabilities Act (ADA), without affecting the existing structural elements in the building, that the stage would need to be custom built; and

WHEREAS, The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a specification bid package that reflected the exact needs of the stage construction to comply with the existing conditions of the building and the applicable code requirements; and

WHEREAS, after the specification bid package was complete, three firms that specialize in theater stage construction were contacted to provide quotes for the scope of the work which resulted in three separate bid submittals for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Sound Concepts, Inc. provided the lowest responsive responsible bid for the work; and

WHEREAS, a contract with Sound Concepts, Inc. was prepared and form approved by the Legal Department, and executed by the Mayor and City Clerk for the installation of a stage and the associated stage rigging in the Byron Carlyle Theater; and

WHEREAS, as required by Resolution No. 2001-24677, the Administration herein requests that the Mayor and City Commission herein ratify the aforesated contract; said contract deemed necessary to continue the prosecution of work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein ratify a contract in the amount of \$134,430, to Sound Concepts, Inc. for the installation of a stage and the associated stage rigging in the Byron Carlyle Theater.

PASSED and ADOPTED this _____ of _____, 2003.

ATTEST:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

CITY CLERK


City Attorney

6-17-03
Date

MAYOR

AGREEMENT


THIS AGREEMENT made this 28th day of MAR 2023, A.D. between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

SOUND CONCEPTS INC

hereinafter called the Contractor, which term shall include its heirs, successors and assigns, party of the other part.

WITNESSETH that the said Contractor for the consideration and compensation herein agreed to be paid and the said City in consideration of the construction of improvements to be done by said Contractor and designated " **STAGE-RIGGING INSTALLATION AT THE BYRON CARLYLE THEATRE** " by said City, do hereby mutually agree as follows:

1. This Agreement shall extend to and be obligatory upon said City, its successors and assigns, and upon said Contractor and its heirs, successors and assigns. Neither this Agreement nor any part thereof nor any part of the Work herein contemplated, shall be assigned or sublet, nor shall any sums of money provided to be paid to said Contractor be assigned by said Contractor to anyone without the consent of the City Commission of said City evidenced by its resolution.
2. The foregoing pages of this booklet, including the Notice to Contractors, the Proposal, and the Contract Documents and such alterations as may be made in said Plans and Specifications as therein provided for, are hereby referred to and made a part of this Agreement and the terms and conditions set forth therein, except when in direct conflict with this written Contract, are as much a part hereof as if copied herein. If conflicts exist between them and this written instrument, only that part of the matter in direct conflict herewith shall not be construed to be a part hereof.
3. The Contractor shall commence work within seven (10) days of the Notice to Proceed and shall construct and complete in a good and workmanlike manner the materials herein referred to, strictly in accord herewith the following:
 - 3.1 The Contractor shall be **Substantially Completed with the Work within sixty (60) calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and **ready for final payment** in accordance with paragraph 14.13 of the General Conditions **within one-hundred-twenty (120) calendar days** after the date when the Contract Time commences to run.

- 3.2 Damages - City and Contractor recognize that the City will suffer direct financial loss if Work is not completed within the Contract times specified in paragraph 3.1 above (or alternate bid item No. 1, if awarded by City) plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time, and therefore time is of the essence. Accordingly, instead of requiring any such proof Contractor agrees to forfeit and pay Owner as **liquidated damages** for delay (but not as a penalty) the amount of **Two Hundred Dollars (\$200.00) for each calendar day that expires after the Contract Time specified in paragraph 3.1 for Substantial Completion** until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner **Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.** These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.
4. In such construction said Contractor shall furnish all implements, machinery, equipment, transportation, tools, materials, supplies labor, and other things necessary to the execution and completion of the Work, nothing being required of the City except that it may, at its expense, supervise such construction and enter upon and inspect the same at all reasonable times.
5. If any dispute arises between the City and said Contractor with reference to the meaning or requirements of any part of this Contract and they cannot agree, the more stringent requirements shall govern as determined by the City.
6. If the Contractor shall complete the construction herein contemplated in a good and workmanlike manner within the time herein specified and in accord herewith, the said City shall pay to the Contractor the contract sum in accordance with the Conditions of the Contract. The City, by allowing Contractor to continue with said construction after the time for its completion hereinbefore stated shall not deprive City of the right to exercise any option in this Agreement contained nor shall it operate to alter any other term of this Agreement.
7. ~~The Contractor shall file with the Procurement Director of said City of Miami Beach a Performance and Labor and Material Payment Bond, each in the amount of 100 percent of Contract Amount, in the form as set forth herein or as otherwise approved by the City of Miami Beach City Attorney and shall be executed by said Contractor and Surety Agent authorized to do business in the State of Florida.~~ 
8. The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.

9. All documents shall be executed satisfactorily to said City and until Bonds and Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.
10. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Proposal, attached to this Agreement. The parties expressly agree that the Contract Price is a stipulated sum except with regard to the items in the Bid which are subject to unit prices.

Contract Price: \$ 134,430.00

11. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

IN WITNESS WHEREOF the said City has caused this Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed it its name.

SOUND CONCEPTS (SEAL)
Contractor INC

By Martin Bryant
(Authorized Corporate Officer)

CITY OF MIAMI BEACH

By [Signature]
Mayor

REG/OWNER
Title



ATTEST:

[Signature]
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 4-3-03
City Attorney Date

QUOTE NO: VA-QT04-003
DATE 02/28/03

CITY OF MIAMI BEACH
30

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: BYRON CARLYLE THEATER – BUDGET AND PROJECT STATUS REPORT

This memorandum serves as a status report on the Byron-Carlyle Theater and outlines the funding sources for the acquisition and the existing funding sources for the on-going renovation. Information is also provided regarding the appraised value, limitations imposed by the 50% rule, the anticipated cost of the remaining work needed for the theater's renovation (through Phase II), operating costs, and information on the current status and work accomplishments on the project.

FUNDING SOURCES FOR ACQUISITION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
1/10/01	2001-24229	General Fund Undesignated	Purchase deposit	\$170,000
"	"	"	Site assessment	\$20,000
4/18/01	2001-24344	General Fund Undesignated	Purchase balance	\$1,530,000
"	"	"	Closing costs	\$ 12,000
TOTAL ACQUISITION EXPENSES FROM GENERAL FUND.....				\$1,732,000

APPRAISED VALUE AND 50% rule

On March 20, 2002, M.L. Cain & Associates, Inc. estimated the Replacement Cost New of the improvements as \$2,200,000. Based on this appraisal, we may only spend \$1,100,000 before triggering the 50% rule which requires a property owner to bring the entire structure up to current code. The current renovation budget has allocated approximately \$1,100,000 for construction costs and \$638,596 to equipment costs as described below. If the City were awarded the aforementioned State grant in the amount of \$500,000, the City would procure a new appraisal in anticipation of establishing a higher replacement cost. As previously reported, the Administration initially projected \$7.3 million to completely renovate the facility and bring the entire building up to current code.

FUNDING SOURCES FOR RENOVATION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
4/18/01	2001-24344	General Fund Undesignated (in account #301.2316.000676)	Required Repairs	\$500,000
5/16/01	2001-24396	Quality of Life (via NBDC) (in account #161.6235.000676)	Rehab of B-C	\$150,000
3/20/02	2002-24802	Quality of Life (via NBDC) (in account #161.6235.000676)	Theater improvements	\$150,000
5/29/02	2002-24864	Reallocation of CDBG funds (in account #132.5820.000346):		
•	FY 00/01 NBDC Com. Façade		Rehab of B-C	\$150,000
•	FY 01/02 NBDC Com. Façade		Rehab of B-C	\$150,000

•	MBCDC Pres. & Rehab Prog.	Rehab of B-C	\$100,000
06/02	Miami-Dade CDBG (via NBDC)	Purchase Equipment	\$ 50,000
6/13/02	Miami-Dade Cultural Affairs Grant		\$16,096
9/18/02	State Cultural Facilities Program Grant FY 01/02 (to reimburse us for expenditures incurred after 9/18/02. Must be expended by 4/1/04)		\$460,000
10/1/03	Miami-Dade Department of Cultural Affairs Capital Development Grant	Purchase Equipment (after 10/01/03)	<u>\$12,500</u>

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS..... \$1,738,596

The City has also applied for a Phase II grant from the State of Florida for an additional \$500,000 for the FY 03/04 grant cycle. The probability of receiving this award is uncertain at this time and will be determined during the 2003 legislative session.

CONSTRUCTION EXPENDITURES TO DATE

- Completion of Phase I – renovation of 3,400 sf of lobby space into office space
- Remodeling of the lobby restrooms into full ADA compliance
- Commencement of Phase II (lobby and theater space)
- Replacement of roof and HVAC equipment

TOTAL EXPENDITURES WHICH APPLY TO THE 50% RULE \$589,062

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II

Estimates for requirements imposed by the building and fire codes:

• Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.	\$89,750	(under contract)
• Fire Alarm System Required by Fire Code for the entire building.	\$56,305	(bid process complete)
• ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area.	\$26,000	(specifications complete)
• Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft.	\$21,000	(specifications complete)
• Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd.	\$22,500	(in design)
• Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.	<u>\$30,000</u>	(85% complete)
Total = \$245,555		

Estimates for additional costs for completion of Phase II:

• Electrical/Lighting/Fixtures (Not including Stage lighting)	\$70,000	(work underway)
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	\$20,000	(work underway)
• HVAC (Installation and existing duct cleaning)	\$20,000	(cleaning complete)
• Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)	\$65,000	(work started includes) * Partition Framing * Concrete
• Paint	\$12,000	(design phase)
• ADA Compliant Entry Doors and Handrails	\$8,000	(design phase)
• Other interior Finishes	<u>\$70,383</u>	(design phase)
Total = \$265,383		

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II \$510,938

TOTAL CONSTRUCTION COSTS THROUGH PHASE II.....\$1,100,000

REMAINING RENOVATION FUNDS

Any remaining renovation funds (**currently estimated at \$638,596**) may be utilized for costs associated directly with the Theater's operational design needs, finishes, and other design requirements. Items such as the theater stage, stage lighting, sound system, seating, theater curtains or drapes, and some decorative finishes are being considered fixtures of the building rather than part of the construction project that would count against the 50% rule.

WORK ACOMPLISHMENTS

Work accomplished on the Byron Carlyle Theater Renovation Project as of the date of this report include the following:

- 1) Design, engineering, and construction permitting: Base floorplans that reflect the theater design to include lobby, public restrooms, ADA requirements including path of travel, theater seating, stage, dressing rooms, fire prevention systems, acoustical ceilings, plumbing, HVAC, and necessary structural changes to floors, stairs, and wall openings have been completed. These plans have been reviewed by all regulatory agencies and a building permit was obtained for the required construction work.
- 2) Demolition: All interior demolition of the existing building finishes and necessary structure has been completed to facilitate the construction of the performing arts theater.
- 3) HVAC: Due to the age and condition of the existing HVAC system in place when the facility was purchased, and to meet the needs of the performing arts theater, it was required that all A/C units in the renovation space had to be replaced with new equipment. In addition, existing ductwork required cleaning and sanitation to be used in the project. Specification and required construction documents for the A/C system replacements and required ductwork cleaning requirements were developed and the project was bid for construction. This work has been completed.
- 4) Roof Replacement: Due to the condition of the existing roof of the facility, the roof areas above the project boundaries has been replaced with a new modified bitumen roof system that provides for a twenty year warranty. In addition to the roof replacement, the current Building Code required additional structural reinforcing of the roof support elements to meet post Hurricane Andrew wind up-lift code requirements. Specifications were developed, the project was contracted, and the work has also been completed.
- 5) Concrete Work: To facilitate the plan design, required the removal of structural elements including raised floor areas, relocation and the construction of new concrete stairs, and the leveling of floors in the Theater space to provide for dressing rooms and the required accessible ramps to meet ADA path of travel requirements, engineered structural plans were developed to meet these needs. Areas in the Lobby including the stairs and structural floor slab needs have been completed. Areas in the Theater space are currently under construction.
- 6) Sanitary System and Roof Drain Systems: The sanitary lift station in the facility required and received a complete renovation of the system. Problems with the roof drain system, that was inoperative and caused water intrusion into the facility, has also been resolved by means of extensive placement and repair corrections. The work on these issues has been completed and both systems are now working properly.
- 7) Fire Protection Systems: Due to current Fire Code occupancy requirements, the design of the space requires the installation of a fire sprinkler system and fire alarm system in the facility. Engineered construction documents were developed for both systems. Both systems were bid and contracts for the installations have been awarded. The installation of the fire sprinkler system

is currently underway. The installation of the fire alarm system will take place as the project construction proceeds.

- 8) Lobby Area: Interior wall framing is currently underway. Electrical and plumbing elements have progressed and have received preliminary inspections as required by the Building Department. Specifications for the installation of the acoustical ceilings, A/C ductwork reconfigurations, and wheelchair lift to the mezzanine area to comply with ADA requirements have been developed. Construction of an ADA compliant restroom in the Lobby area is currently underway. Interior finishes such as flooring, lighting, decorative wall finishes, and trim are currently being developed.
- 9) Theater Area: In addition to the concrete work and fire sprinkler system installation that are currently underway, the following are other work accomplishments in the Theater space:
- Stage: The design requirements for the theater stage have been completed. This included the stage itself, support columns to support the motorized overhead stage light rigging equipment, stage curtains, required accessible ramps, stage lights, and front of stage lighting needs. Contracts for these items have been awarded and construction and installations is planned to coordinate with the project's installation date requirements.
 - Interior Finishes: Elements of the decorative finishes to the interior of the theater spaces are currently being developed. These include wall curtains, floor finishes, sound system, accessible egress floor lighting, theater seating, railings, and theater house lighting and dimming systems. Construction plans for the dressing rooms and other interior room construction requirements are complete and are under current building permit scope. Acoustical ceiling specifications are complete and a bid documents are being prepared to allow for the contract award. Installation or construction of these items will also be determined by the installation date requirements as dictated by the project's scheduled flow of construction. This is required due to the need to complete of some elements before others can be started.
- 10) Project Schedule: Although some significant delays were experienced due to plan review revisions that were required by the Fire and ADA regulatory agencies, the project is currently under approved building permits and proceeding as planned. The Administration is now expecting the completion of the project by March 2004.

OPERATING COSTS

The budgeted general maintenance expenses have been:

- | | |
|----------------------------------|----------|
| • FY 2001/2002 from general fund | \$40,000 |
| • FY 2002/2003 from general fund | \$75,000 |

Unanticipated maintenance repair needs (unbudgeted)

- | | | |
|---|----------|------------|
| • Sanitary Sewer Lift Station: to repair the existing lift station. | \$24,924 | (complete) |
| • Repairs and replacement of existing building roof drains. | \$ 6,500 | (complete) |

Following the completion of Phase I, four tenants occupied space in the office portion of the facility. These tenants each paid \$1 per year as rent, plus the following operating expenses:

- | | |
|--|----------|
| • February 1, 2002 through September 30, 2002 (FY 01/02) | \$10,400 |
| • October 1, 2002 through January 30, 2003 | \$11,340 |

In March, 2003, due to the difficulties arising from water intrusion and roof replacement construction, three tenants were relocated and their payments were abated. The fourth tenant, North Beach Development Corporation, chose to relocate to another location in North Beach, and consequently, did not enter into a new lease with the City.

Although the theater is not yet operational, we are projecting building maintenance at \$75,000 for FY 2003/2004. The theater completion (Phase II) is projected for early 2004.

SUMMARY OF FUNDING SOURCES AND EXPENSES

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS.....\$1,738,596

EXPENDITURES TO DATE WHICH APPLY TO THE 50% RULE	\$589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II	<u>\$510,938</u>
TOTAL CONSTRUCTION COSTS THROUGH PHASE II	\$1,100,000

AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$638,596
---	------------------

BALANCE AVAILABLE FOR FUTURE RENOVATIONS.....\$0*

*In the event that the State does not award the \$500,000 Phase II grant for FY 03/04.

CONCLUSION

Due to the restrictions and limitations imposed by the 50% Rule, the design and construction must conform with the known property appraisals of replacement costs that determine construction funding limitations. Any requests for changes in the design or construction that would exceed the restrictions and limitations imposed by the 50% Rule is not being considered. The on-going development of the project, that is being designed, permitted, and constructed by the Property Management Division, continues to be done within the current and available funding that is in-place for the project.

JMG/CC/baj

C:\My Files\Byron Carlyle\Byron Carlyle Budget and Status.doc

BYRON-CARLYLE CONSTRUCTION BUDGET

CONSTRUCTION EXPENDITURES TO DATE	Original Budget March 26, 2003	Expenditures to Date	Revised Budget July 30, 2003
• Completion of Phase I – renovation of 3,400 sf of lobby space into office space	115,967	115,967	
• Partial Roof and HVAC Replacement	467,346	467,346	
• Commencement of Phase II (lobby and theater space)	5,749	5,749	
TOTAL ACTUAL COSTS FOR PHASE I	589,062	589,062	\$ 589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II			
Estimates for requirements imposed by the building and fire codes:			
• Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.	100,000	3,500	89,750 ¹
• Fire Alarm System Required by Fire Code for the entire building.	30,000	3,200	56,305
• ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area.	26,000	-	26,000
• Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft.	38,000	-	21,000 ⁵
• Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd.	22,500	-	22,500
• Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.	30,000	23,000	30,000
• Sanitary Sewer Lift Station to repair the existing lift station	27,000	-	- ⁴
	\$ 273,500	\$ 29,700	\$ 245,555
Estimates for additional costs for completion of Phase II:			
• Electrical/Lighting/Fixtures (Not including Stage lighting)	70,000	5,362	70,000
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	25,000	3,227	20,000
• HVAC (Installation and existing duct cleaning)	25,000	-	20,000
• Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)	75,000	3,814	65,000
• Paint	15,000	-	12,000
• ADA Compliant Entry Doors and Handrails	8,000	-	8,000
• Other interior Finishes	19,438	3,450	70,383
	\$ 237,438	\$ 15,853	\$ 265,383
TOTAL COSTS FOR PHASE II	\$ 510,938	\$ 45,553	\$ 510,938 ²
TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II)	\$ 1,100,000.00	\$ 634,615.15	\$ 1,100,000.00
AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$ 626,096.00	\$ 50,000.00	\$ 638,596 ³
TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS	\$ 1,726,096	\$ 684,615	\$ 1,738,596

1 - \$89,750 - Falcon Fire Protection, Inc.

2 - \$43,450 - Lango Equipment Service (applies to several budgetary line items i.e. wheelchair lift, floor finish, concretework, etc.)

3 - \$134,430 - Sound Concept, Inc.

4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.

5 - Acoustical Ceilings were originally estimated at \$5.00/sf but quote has been obtained for a cost of \$21,000.

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a contract awarded to Lango Equipment Service, Inc., in the amount of \$43,450, for demolition services performed in the Byron Carlyle Theater.

Issue:

Shall the City commission ratify a contract awarded in the amount of \$43,450 to Lango Equipment Service, Inc. for demolition services performed in the Byron Carlyle Theater?

Item Summary/Recommendation:

In accordance with Resolution No. 2001-24677 adopted by the City Commission on November 28th, 2001 the Administration, through its Property Management Director, is providing General Contracting services including bidding, the award of contracts for work, and change orders on the Byron Carlyle Theater. Under the provisions of the Resolution, contracts exceeding \$25,000 must be brought back before Commission for Ratification. After a base bid process that was specific to the design needs of the Byron Carlyle Theater, Lango Equipment Service, Inc. was the lowest responsive responsible bidder for the scope of work outlined in the bid. After the base demolition work began, additional demolition services were required to facilitate design changes of the Theater. A standing order increase was issued for the additional work bringing the total for demolition services required at the Byron Carlyle Theater to \$43,450.

The Administration recommends that the Mayor and City Commission ratify the contract awarded to Lango Equipment Service, Inc. in the amount of \$43,450, for demolition services performed at the Byron Carlyle Theater. As requested by the City Commission, the total project budget cost to date is shown in the attachment.

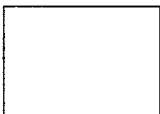
Advisory Board Recommendation:

--

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1	\$43,500	# 161.6235.000676	
2		(NBDC Quality of Life Funds)	
3			
4			
Total	\$43,500		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C75
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM NO.

DATE: July 30, 2003

TO: Mayor David Dermer and
Members of the City Commission

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT AWARD IN THE TOTAL AMOUNT OF \$43,450, TO LANGO EQUIPMENT SERVICE, INC., TO PROVIDE FOR DEMOLITION SERVICES IN THE BYRON CARLYLE THEATER.

ADMINISTRATION RECOMMENDATION

Ratify the resolution.

ANALYSIS

During the design of the Phase II interior space of the Byron Carlyle Theater, it was determined that major demolition of the existing interior walls, acoustical ceilings, and concrete floors would be required to accommodate the performing arts theater size requirements.

The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed a base demolition plan for bid.

Three certified demolition contractors were contacted to provide quotes for the base demolition work. Of the three (3) firms that received bid packages, two (2) submitted quotes for the project. After reviewing the quotes, and after checking background references, licensing, and insurance requirements, the Property Management Director determined that Lango Equipment Service, Inc., was the lowest responsive responsible bidder on the project. As Lango Equipment Services, Inc., is a current

approved Miami-Dade County vendor (#6742-4-05-2CW OTR) for demolition services, a standing order was made to Lango Equipment Services, Inc., in the amount of \$31,500, to provide for the base demolition requirements for the Byron Carlyle Theater.

During the course of the demolition, it was determined that additional demolition was required to facilitate the addition of the mezzanine area to the design of the performing arts theater. The additional demolition was for the demolition, removal, and disposal of additional floor carpet, wall draperies, acoustical ceilings, wall carpeting, insulation, metal framing, and drywall materials. Lango Equipment Services, Inc., provided an estimate of \$11,950 for the additional demolition costs. A standing order increase of \$11,950 was made to the existing standing order with Lango Equipment Services, Inc., bringing the total to \$43,450 for demolition service requirements at the Byron Carlyle Theater. As requested by the City Commission, the total project budget cost to date is shown in the attachment.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract award to Lango Equipment Services, Inc., in the total amount of \$43,450, for demolition services performed in the Byron Carlyle Theater.

JMG/RCM/FB/BAJ

C:\My Files\Commemo\ByronRatifyDemolitionMemo.DOC

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
DEMOLITION SERVICES AT THE
BYRON CARLYLE THEATRE
TABULATION SHEET

DESCRIPTION	LANGO EQUIPMENT, INC.	Absolute Demolition, Inc.	Shark Wrecking	
Demolition Services				
Lump Sum	\$ 31,500.00	\$ 32,150.00	No response	
Change Order	\$ 11,950.00			
Total	\$ 43,450.00			

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING STANDING ORDERS IN THE TOTAL AMOUNT OF \$43,450, TO LANGO EQUIPMENT SERVICE, INC., TO PROVIDE FOR DEMOLITION SERVICES IN THE BYRON CARLYLE THEATER.

WHEREAS, during the programming and design of the Phase II space of the Byron Carlyle Theater, it was determined that major demolition of the existing interior walls, acoustical ceilings, and concrete floors would be required to accommodate the new performing arts theater size requirements; and

WHEREAS, The Mayor and City Commission, at the November 28, 2001 Commission meeting, adopted Resolution No. 2001-24677, which authorized the Property Management Director to serve as the Certified General Contractor for the renovations of the Byron Carlyle Theater; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and prepared a scope of work and a base demolition plan for bid; and

WHEREAS, after the base demolition plan was complete, three certified demolition contractors were contacted to provide quotes for the scope of the work which resulted in three separate bid submittals for the project; and

WHEREAS, the Property Management Director, after reviewing the bids, checking references, licensing, and insurance requirements determined that Lango Equipment Services, Inc. provided the lowest responsive responsible bid for the work; and

WHEREAS, Lango Equipment Service, Inc. is a Miami-Dade County approved vendor (#6742-4-05-2CW OTR) for demolition services, a standing order was created to cover the base bid amount of \$31,500; and

WHEREAS, the design of the performing arts theater changed to incorporate additional space, additional demolition was required that resulted in an increase to the standing order to Lango Equipment Service, Inc. in the amount of \$11,950, that brought the cost of demolition services performed in the Byron Carlyle Theater to the total amount of \$43,450; and

WHEREAS, as required by Resolution No.2001-24677, the Administration herein requests that the Mayor and City Commission ratify the aforesated contract; said contract deemed necessary to continue the prosecution of work on the Byron Carlyle Theater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission ratify standing orders in the total amount of \$43,450, to Lango Equipment Service, Inc. to provide for demolition services in the Byron Carlyle Theater.

PASSED and ADOPTED this _____ of _____ **APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION**

ATTEST: _____
CITY CLERK

MAYOR

City Attorney

Date

City of Miami Beach

Procurement Division
1700 Convention Center Drive
Miami Beach FL 33139

**PURCHASE ORDER / CHANGE ORDER**

MAIL INVOICE TO: "SHIP TO" ADDRESS WITH COPY TO:
CITY OF MIAMI BEACH, ACCOUNTS PAYABLE, 1700
CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA
33139.

Telephone: (305) 673-7490
Fax: (305) 673-7851

VENDOR ID#
010209

PO/SO NUMBER	PAGE
SO-000018257	1 OF 1
DATE ORDERED	DATE REQUIRED
08/27/2002	08/27/2002

V
E
N
D
O
R

LANGO EQUIPMENT SERVICE INC.
6561 W. 12 AVENUE
HIALEAH, FL 33012

CHECK DESCRIPTION AREA FOR ADDITIONAL OR
ALTERNATE SHIP TO LOCATIONS:

S
H
I
P
T
O

PROPERTY MANAGEMENT
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

ISSUED BY:	PHONE #	TERMS
MARTA FERNANDEZ RUBIO	(305) 673-7490	NET 30 DAYS
REQUESTING DEPARTMENT	SHIP VIA	F.O.B.
PROPERTY MANAGEMENT	BEST WAY	DESTINATION

****CHANGE ORDER**** - DEPARTMENT CONTACT: VIVIANA ALEMANY - TEL. 305-673-7630

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0		DEMOLITION SERVICES- BYRON CARLYLE THEATRE STANDING ORDER TO PROVIDE DEMOLITION SERVICES TO INCLUDE: REMOVAL OF EXISTING 2FT HIGH CONCRETE SLAB, REMOVE DEMISING WALL, REMOVE CEILING AT CORRIDORS, BATHROOMS & AUDITORIUM, REMOVE FRAME CEILING OF THE AUDITORIUM. REMOVAL OF CARPET IN LOBBY AND CORRIDORS. LOCATION: BYRON CARLYLE THEATRE, 500 71ST STREET, MIAMI BEACH, FL 33141. AS PER YOUR PROPOSAL DATED JUNE 26, 2002. PURCHASE AUTHORITY: RESOLUTION 2001-24677. CMB USE: ACCT# 161.6235.000676. *CHANGE ORDER INCREASE IN THE AMOUNT OF \$11,950 FOR ADDITIONAL WORK, AS PER YOUR QUOTE DATED 8/22/02. ORIGINAL ORDER WAS \$31,500.		43,450.00

Issued by: YH Reviewed by: Q Procurement Director: PJ TOTAL: \$ 43,450.00

COMMENTS: THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING DOCUMENTS. YOU MUST ALSO STATE YOUR
PROMPT PAYMENT TERMS ON YOUR INVOICE (I.E. 2% 10. FAILURE TO SUBMIT INVOICES AS STATED HEREIN WILL RESULT IN A DELAY IN THE
PAYMENT PROCESS. SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

U.S. TREASURY DEPT. TAX EXEMPTION UNDER REG. NO. F59-8000372, STATE OF FLORIDA TAX EXEMPTION CERTIFICATE 23-09-
329871-54C

Lango Equipment Service, Inc.

P.O. Box 22637 / Hialeah, FL 33002-2637
Tel (305) 822-4646 - Fax (305) 822-9572

P R O P O S A L

JUNE 26, 2002

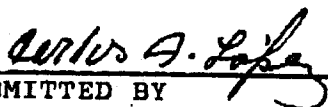
ATT: MS. VIVIANA ALEMANY
CONSTRUCTION MANAGER
CITY OF MIAMI BEACH
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

PHONE NO. 305-673-7630

RE: BYRON CARLYLE THEATER LOCATED AT 500 71 STREET, MIAMI BEACH.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

- 1- AS PER DRAWINGS, REMOVAL OF CONCRETE SLAB OF 2' HEIGHT AND THE STAIRS.
- 2- REMOVE CEILING AT CORRIDORS, BATHROOMS AND AUDITORIUM.
- 3- REMOVE DIVING WALL OF THE AUDITORIUM.
- 4- REMOVE CARPET OF LOBBY AND CORRIDORS.
- 5- REMOVE METAL STRUCTURE AND UPPER PARTITIONS.
- 6- REMOVE FRAME CEILING OF THE AUDITORIUM.
- 7- ALL DEMOLITION DEBRIS WILL BE HAULED AWAY AND DISPOSED.
- 8- ASBESTOS REMOVAL IS NOT INCLUDED.
- 9- ELECTRIC, PLUMBING AND MECHANICAL WORKS ARE NOT INCLUDED.
- 10- COMPLETION OF JOB: TWO WEEKS AFTER WE OBTAIN ALL PERMITS REQUIRED AND ALL UTILITIES DISCONNECTED BY THE CITY OF MIAMI BEACH.
- 11- PRICE: \$ 31,500.00


SUBMITTED BY

ACCEPTED BY

08/22/2002 14:21 000023072

Lango Equipment Service, Inc.

P.O. Box 22637 / Hialeah, FL 33002-2637
Tel (305) 822-4646 - Fax (305) 822-9572

DATE: 08/22/2002

ATT: MS. VIVIANA ALEMANEY
CONSTRUCTION MANAGER
CITY OF MIAMI BEACH
1245 MICHIGAN AVENUE
MIAMI BEACH, FL 33139

RE: BYRON CARLYLE THEATER LOCATED AT 500 71 STREET, MIAMI BEACH.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

1- REMOVAL AND DISPOSAL OF THE FOLLOWING:

- CARPET AND RED DRAPERIES FROM THE MEZZANINE.
- BLACK CARPET OF BOTH WALLS.
- WHITE PARTITION HANGING FROM THE CEILING.
- YELLOW INSULATION OF THE WALL.
- WOOD ACOUSTIC CEILING AT THE MEZZANINE.

2- PRICE: \$ 11,950.00


SUBMITTED BY

ACCEPTED BY

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: BYRON CARLYLE THEATER – BUDGET AND PROJECT STATUS REPORT

This memorandum serves as a status report on the Byron-Carlyle Theater and outlines the funding sources for the acquisition and the existing funding sources for the on-going renovation. Information is also provided regarding the appraised value, limitations imposed by the 50% rule, the anticipated cost of the remaining work needed for the theater's renovation (through Phase II), operating costs, and information on the current status and work accomplishments on the project.

FUNDING SOURCES FOR ACQUISITION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
1/10/01	2001-24229	General Fund Undesignated	Purchase deposit	\$170,000
" "	" "	" "	Site assessment	\$20,000
4/18/01	2001-24344	General Fund Undesignated	Purchase balance	\$1,530,000
" "	" "	" "	Closing costs	\$ 12,000
TOTAL ACQUISITION EXPENSES FROM GENERAL FUND.....				\$1,732,000

APPRAISED VALUE AND 50% rule

On March 20, 2002, M.L. Cain & Associates, Inc. estimated the Replacement Cost New of the improvements as \$2,200,000. Based on this appraisal, we may only spend \$1,100,000 before triggering the 50% rule which requires a property owner to bring the entire structure up to current code. The current renovation budget has allocated approximately \$1,100,000 for construction costs and \$638,596 to equipment costs as described below. If the City were awarded the aforementioned State grant in the amount of \$500,000, the City would procure a new appraisal in anticipation of establishing a higher replacement cost. As previously reported, the Administration initially projected \$7.3 million to completely renovate the facility and bring the entire building up to current code.

FUNDING SOURCES FOR RENOVATION

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
4/18/01	2001-24344	General Fund Undesignated (in account #301.2316.000676)	Required Repairs	\$500,000
5/16/01	2001-24396	Quality of Life (via NBDC) (in account #161.6235.000676)	Rehab of B-C	\$150,000
3/20/02	2002-24802	Quality of Life (via NBDC) (in account #161.6235.000676)	Theater improvements	\$150,000
5/29/02	2002-24864	Reallocation of CDBG funds (in account #132.5820.000346):		
•	FY 00/01 NBDC Com. Façade		Rehab of B-C	\$150,000
•	FY 01/02 NBDC Com. Facade		Rehab of B-C	\$150,000

•	MBCDC Pres. & Rehab Prog.	Rehab of B-C	\$100,000
06/02	Miami-Dade CDBG (via NBDC)	Purchase Equipment	\$ 50,000
6/13/02	Miami-Dade Cultural Affairs Grant		\$16,096
9/18/02	State Cultural Facilities Program Grant FY 01/02 (to reimburse us for expenditures incurred after 9/18/02. Must be expended by 4/1/04)		\$460,000
10/1/03	Miami-Dade Department of Cultural Affairs Capital Development Grant	Purchase Equipment (after 10/01/03)	<u>\$12,500</u>

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS..... \$1,738,596

The City has also applied for a Phase II grant from the State of Florida for an additional \$500,000 for the FY 03/04 grant cycle. The probability of receiving this award is uncertain at this time and will be determined during the 2003 legislative session.

CONSTRUCTION EXPENDITURES TO DATE

- Completion of Phase I – renovation of 3,400 sf of lobby space into office space
- Remodeling of the lobby restrooms into full ADA compliance
- Commencement of Phase II (lobby and theater space)
- Replacement of roof and HVAC equipment

TOTAL EXPENDITURES WHICH APPLY TO THE 50% RULE \$589,062

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II

Estimates for requirements imposed by the building and fire codes:

• Fire Sprinkler System	\$89,750	(under contract)
Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.		
• Fire Alarm System	\$56,305	(bid process complete)
Required by Fire Code for the entire building.		
• ADA Wheelchair Lift (Stairway to mezzanine)	\$26,000	(specifications complete)
Required to provide ADA "path of travel" to the mezzanine area.		
• Acoustical Ceilings (Lobby and Theater areas)	\$21,000	(specifications complete)
Estimated @ \$5.00 per square foot x 7600 sq. ft.		
• Floor Finish (Lobby and Theater)	\$22,500	(in design)
Estimated @ \$25 per square Yard x 900 sq. yd.		
• Concrete Work	<u>\$30,000</u>	(85% complete)
Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.		
Total =		\$245,555

Estimates for additional costs for completion of Phase II:

• Electrical/Lighting/Fixtures (Not including Stage lighting)	\$70,000	(work underway)
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	\$20,000	(work underway)
• HVAC (Installation and existing duct cleaning)	\$20,000	(cleaning complete)
• Carpentry	\$65,000	(work started includes)
(concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)		
		* Partition Framing
• Paint	\$12,000	* Concrete
• ADA Compliant Entry Doors and Handrails	\$8,000	(design phase)
• Other interior Finishes	<u>\$70,383</u>	(design phase)
Total =		\$265,383

ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II \$510,938

TOTAL CONSTRUCTION COSTS THROUGH PHASE II.....\$1,100,000

REMAINING RENOVATION FUNDS

Any remaining renovation funds (**currently estimated at \$638,596**) may be utilized for costs associated directly with the Theater's operational design needs, finishes, and other design requirements. Items such as the theater stage, stage lighting, sound system, seating, theater curtains or drapes, and some decorative finishes are being considered fixtures of the building rather than part of the construction project that would count against the 50% rule.

WORK ACOMPLISHMENTS

Work accomplished on the Byron Carlyle Theater Renovation Project as of the date of this report include the following:

- 1) Design, engineering, and construction permitting: Base floorplans that reflect the theater design to include lobby, public restrooms, ADA requirements including path of travel, theater seating, stage, dressing rooms, fire prevention systems, acoustical ceilings, plumbing, HVAC, and necessary structural changes to floors, stairs, and wall openings have been completed. These plans have been reviewed by all regulatory agencies and a building permit was obtained for the required construction work.
- 2) Demolition: All interior demolition of the existing building finishes and necessary structure has been completed to facilitate the construction of the performing arts theater.
- 3) HVAC: Due to the age and condition of the existing HVAC system in place when the facility was purchased, and to meet the needs of the performing arts theater, it was required that all A/C units in the renovation space had to be replaced with new equipment. In addition, existing ductwork required cleaning and sanitation to be used in the project. Specification and required construction documents for the A/C system replacements and required ductwork cleaning requirements were developed and the project was bid for construction. This work has been completed.
- 4) Roof Replacement: Due to the condition of the existing roof of the facility, the roof areas above the project boundaries has been replaced with a new modified bitumen roof system that provides for a twenty year warranty. In addition to the roof replacement, the current Building Code required additional structural reinforcing of the roof support elements to meet post Hurricane Andrew wind up-lift code requirements. Specifications were developed, the project was contracted, and the work has also been completed.
- 5) Concrete Work: To facilitate the plan design, required the removal of structural elements including raised floor areas, relocation and the construction of new concrete stairs, and the leveling of floors in the Theater space to provide for dressing rooms and the required accessible ramps to meet ADA path of travel requirements, engineered structural plans were developed to meet these needs. Areas in the Lobby including the stairs and structural floor slab needs have been completed. Areas in the Theater space are currently under construction.
- 6) Sanitary System and Roof Drain Systems: The sanitary lift station in the facility required and received a complete renovation of the system. Problems with the roof drain system, that was inoperative and caused water intrusion into the facility, has also been resolved by means of extensive placement and repair corrections. The work on these issues has been completed and both systems are now working properly.
- 7) Fire Protection Systems: Due to current Fire Code occupancy requirements, the design of the space requires the installation of a fire sprinkler system and fire alarm system in the facility. Engineered construction documents were developed for both systems. Both systems were bid and contracts for the installations have been awarded. The installation of the fire sprinkler system

is currently underway. The installation of the fire alarm system will take place as the project construction proceeds.

- 8) Lobby Area: Interior wall framing is currently underway. Electrical and plumbing elements have progressed and have received preliminary inspections as required by the Building Department. Specifications for the installation of the acoustical ceilings, A/C ductwork reconfigurations, and wheelchair lift to the mezzanine area to comply with ADA requirements have been developed. Construction of an ADA compliant restroom in the Lobby area is currently underway. Interior finishes such as flooring, lighting, decorative wall finishes, and trim are currently being developed.
- 9) Theater Area: In addition to the concrete work and fire sprinkler system installation that are currently underway, the following are other work accomplishments in the Theater space:
- Stage: The design requirements for the theater stage have been completed. This included the stage itself, support columns to support the motorized overhead stage light rigging equipment, stage curtains, required accessible ramps, stage lights, and front of stage lighting needs. Contracts for these items have been awarded and construction and installations is planned to coordinate with the project's installation date requirements.
 - Interior Finishes: Elements of the decorative finishes to the interior of the theater spaces are currently being developed. These include wall curtains, floor finishes, sound system, accessible egress floor lighting, theater seating, railings, and theater house lighting and dimming systems. Construction plans for the dressing rooms and other interior room construction requirements are complete and are under current building permit scope. Acoustical ceiling specifications are complete and a bid documents are being prepared to allow for the contract award. Installation or construction of these items will also be determined by the installation date requirements as dictated by the project's scheduled flow of construction. This is required due to the need to complete of some elements before others can be started.
- 10) Project Schedule: Although some significant delays were experienced due to plan review revisions that were required by the Fire and ADA regulatory agencies, the project is currently under approved building permits and proceeding as planned. The Administration is now expecting the completion of the project by March 2004.

OPERATING COSTS

The budgeted general maintenance expenses have been:

- | | |
|----------------------------------|----------|
| • FY 2001/2002 from general fund | \$40,000 |
| • FY 2002/2003 from general fund | \$75,000 |

Unanticipated maintenance repair needs (unbudgeted)

- | | | |
|---|----------|------------|
| • Sanitary Sewer Lift Station: to repair the existing lift station. | \$24,924 | (complete) |
| • Repairs and replacement of existing building roof drains. | \$ 6,500 | (complete) |

Following the completion of Phase I, four tenants occupied space in the office portion of the facility. These tenants each paid \$1 per year as rent, plus the following operating expenses:

- | | |
|--|----------|
| • February 1, 2002 through September 30, 2002 (FY 01/02) | \$10,400 |
| • October 1, 2002 through January 30, 2003 | \$11,340 |

In March, 2003, due to the difficulties arising from water intrusion and roof replacement construction, three tenants were relocated and their payments were abated. The fourth tenant, North Beach Development Corporation, chose to relocate to another location in North Beach, and consequently, did not enter into a new lease with the City.

Although the theater is not yet operational, we are projecting building maintenance at \$75,000 for FY 2003/2004. The theater completion (Phase II) is projected for early 2004.

SUMMARY OF FUNDING SOURCES AND EXPENSES

TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS.....\$1,738,596

EXPENDITURES TO DATE WHICH APPLY TO THE 50% RULE	\$589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II	<u>\$510,938</u>
TOTAL CONSTRUCTION COSTS THROUGH PHASE II	\$1,100,000

AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$638,596
---	------------------

BALANCE AVAILABLE FOR FUTURE RENOVATIONS.....\$0*

*In the event that the State does not award the \$500,000 Phase II grant for FY 03/04.

CONCLUSION

Due to the restrictions and limitations imposed by the 50% Rule, the design and construction must conform with the known property appraisals of replacement costs that determine construction funding limitations. Any requests for changes in the design or construction that would exceed the restrictions and limitations imposed by the 50% Rule is not being considered. The on-going development of the project, that is being designed, permitted, and constructed by the Property Management Division, continues to be done within the current and available funding that is in-place for the project.

JMG/CC/baj

C:\My Files\Byron Carlyle\Byron Carlyle Budget and Status.doc

BYRON-CARLYLE CONSTRUCTION BUDGET

CONSTRUCTION EXPENDITURES TO DATE	Original Budget March 26, 2003	Expenditures to Date	Revised Budget July 30, 2003
• Completion of Phase I – renovation of 3,400 sf of lobby space into office space	115,967	115,967	
• Partial Roof and HVAC Replacement	467,346	467,346	
• Commencement of Phase II (lobby and theater space)	5,749	5,749	
TOTAL ACTUAL COSTS FOR PHASE I	589,062	589,062	\$ 589,062
ANTICIPATED COSTS FOR THE REMAINDER OF PHASE II			
Estimates for requirements imposed by the building and fire codes:			
• Fire Sprinkler System Required for the entire building base on occupancy. Quote provided by a licensed fire sprinkler contractor.	100,000	3,500	89,750 ¹
• Fire Alarm System Required by Fire Code for the entire building.	30,000	3,200	56,305
• ADA Wheelchair Lift (Stairway to mezzanine) Required to provide ADA "path of travel" to the mezzanine area.	26,000	-	26,000
• Acoustical Ceilings (Lobby and Theater areas) Estimated @ \$5.00 per square foot x 7600 sq. ft.	38,000	-	21,000 ⁵
• Floor Finish (Lobby and Theater) Estimated @ \$25 per square Yard x 900 sq. yd.	22,500	-	22,500
• Concrete Work Lobby floors, concrete stairs, mezzanine barrier wall extensions, and saw cut and fill for electrical lines in the Theater floor.	30,000	23,000	30,000
• Sanitary Sewer Lift Station to repair the existing lift station	27,000	-	- ⁴
	\$ 273,500	\$ 29,700	\$ 245,555
Estimates for additional costs for completion of Phase II:			
• Electrical/Lighting/Fixtures (Not including Stage lighting)	70,000	5,362	70,000
• Plumbing/Fixtures (Existing and new ADA Unisex restroom)	25,000	3,227	20,000
• HVAC (Installation and existing duct cleaning)	25,000	-	20,000
• Carpentry (concrete forming, interior walls, doors, cabinetry, ceramic tile, wall treatments, trim drywall and finishing etc.)	75,000	3,814	65,000
• Paint	15,000	-	12,000
• ADA Compliant Entry Doors and Handrails	8,000	-	8,000
• Other interior Finishes	19,438	3,450	70,383
	\$ 237,438	\$ 15,853	\$ 265,383
TOTAL COSTS FOR PHASE II	\$ 510,938	\$ 45,553	\$ 510,938 ²
TOTAL CONSTRUCTION COSTS (PHASE I + PHASE II)	\$ 1,100,000.00	\$ 634,615.15	\$ 1,100,000.00
AVAILABLE FUNDS FOR MAINTENANCE/OPERATIONS, AND PURCHASE OF FURNITURE, FIXTURES, AND EQUIPMENT, ETC.	\$ 626,096.00	\$ 50,000.00	\$ 638,596 ³
TOTAL FUNDING OBTAINED TO DATE FOR RENOVATIONS	\$ 1,726,096	\$ 684,615	\$ 1,738,596

1 - \$89,750 - Falcon Fire Protection, Inc.

2 - \$43,450 - Lango Equipment Service (applies to several budgetary line items i.e. wheelchair lift, floor finish, concretework, etc.)

3 - \$134,430 - Sound Concept, Inc.

4 - Sanitary Sewer Lift Station is now categorized as a maintenance repair and removed from construction cost, as reflected in memorandum.

5 - Acoustical Ceilings were originally estimated at \$5.00/sf but quote has been obtained for a cost of \$21,000.

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution amending Resolution No. 2002-24762, dated February 14, 2002, which established a Citizens Ad Hoc Committee to participate in the review of the Miami Beach Concurrency Management System (CMS); and recommending that the Ad Hoc Committee's term be extended for an additional six months or upon completion of duties and recommendation submission to the Land Use and Development Committee.

Issue:

Shall the City extend the Ad Hoc Committee's charge for an additional six-month period?

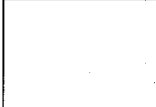
Item Summary/Recommendation:

As recommended by the Land Use and Development Committee, a Citizens Ad Hoc Committee was established in February 2002, for a period of six months and charged with the review and evaluation of the City's Concurrency Management System (CMS). Their charge was to become familiar with the CMS, evaluate potential inequities, consider the application of credits for existing land uses, and forward recommendations to the Land Use and Development Committee for subsequent referral to the City Commission. Due to the complexity of the issues involved, an additional six-month period is being required for the Ad Hoc Committee's evaluation and preparation of a proper and effective recommendation to the Land Use and Development Committee. The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A


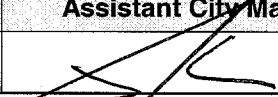

Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total	N/A		

City Clerk's Office Legislative Tracking:

Henry Johnson

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

F:\WORK\STRA\HENRY\AdHocExtension.CIS.doc

AGENDA ITEM C7T
DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH AMENDING RESOLUTION NO. 2002-24762, DATED FEBRUARY 14, 2002, WHICH ESTABLISHED THE CITIZENS AD HOC COMMITTEE TO PARTICIPATE IN THE REVIEW OF THE CITY OF MIAMI BEACH CONCURRENCY MANAGEMENT SYSTEM (CMS); AND EXTENDING THE COMMITTEE'S TERM FOR AN ADDITIONAL SIX MONTHS, OR UPON COMPLETION OF THE REVIEW OF THE CMS AND FORWARDING RECOMMENDATIONS TO THE LAND USE AND DEVELOPMENT COMMITTEE, WHICHEVER IS EARLIER.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

As recommended by the Land Use and Development Committee, a Citizen's Ad Hoc Committee was established by Resolution No. 2002-24762, for a period of six (6) months, beginning February 2002. The charge of the Ad Hoc Committee was as follows:

- Review and evaluate the City's Concurrency Management System (CMS);
- Evaluate policy steps needed to address possible inequities within the System;
- Consider a policy recommendation from the Land Use and Development Committee regarding the application of credits for existing land uses within the CMS; and
- Forward the Administration and Citizens Ad Hoc Committee's recommendation to the Land Use and Development Committee for review and subsequent referral to the full City Commission for appropriate action.

Due to the complexity of the issues involved, the Ad Hoc Committee requires additional time to complete its above-mentioned duties. Attached for Commission consideration is a Resolution extending the Ad Hoc Committee's charge for an additional six (6) months.

The Administration and Commissioner Gross, as the commission liaison, met with the Citizens Committee members to discuss how they might proceed and to provide some direction for their future efforts. The discussion was productive and it was generally agreed that a focused, big picture review of a short list of topics would be appropriate for the committee to address. The added time will allow the committee to complete this review.

JMG/RGM/FHB/hj

F:\WORK\STRA\HENRY\AdHocExtention.memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 2002-24762, DATED FEBRUARY 14, 2002, WHICH ESTABLISHED A CITIZENS AD HOC COMMITTEE TO PARTICIPATE IN THE REVIEW OF THE MIAMI BEACH CONCURRENCY MANAGEMENT SYSTEM; AND EXTENDING THE AD HOC COMMITTEE'S TERM FOR AN ADDITIONAL SIX MONTHS, OR UPON COMPLETION OF THE REVIEW OF THE CONCURRENCY MANAGEMENT SYSTEM AND FORWARDING RECOMMENDATIONS TO THE LAND USE AND DEVELOPMENT COMMITTEE, WHICHEVER IS EARLIER.

WHEREAS, on February 14, 2002, via Resolution No. 2002-24762, the Mayor and Commission of the City of Miami Beach established the Citizens Ad Hoc Committee for a period of six (6) months; and

WHEREAS, the committee was created as an ad hoc committee to serve in an advisory capacity and review the Concurrency Management System.

WHEREAS, in order to complete their review of the Concurrency Management System and develop final recommendations, the term of the Committee should be extended for an additional six (6) month period.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that Resolution No. 2002-24762, dated February 14, 2003, which established a Citizens Ad Hoc Committee to participate in the review of the Miami Beach Concurrency Management System (CMS); and extending the Committee's term for an additional six months, or upon completion of the CMS review and forwarding recommendations to the Land Use and Development Committee, whichever is earlier.

PASSED AND APPROVED this the _____ day of _____, 2003.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

F:\WORK\STRA\HENRY\Ad Hoc Extension Resolution2.doc


City Attorney 7-22-03 Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and City Clerk to execute an Agreement with Kelley Swofford Roy, Inc., as the selected proposer pursuant to Resolution No. 2003-25179, for public relations services and marketing and communications consulting services for the City of Miami Beach, in the amount of \$50,000.00, with an option to renew said agreement for one year, for a fee not to exceed \$100,000.00.

Issue:

Shall the City Commission execute an agreement with Kelley Swofford Roy, Inc for public relations services and marketing and communications consulting services?

Item Summary/Recommendation:

On April 30, 2003, the City Commission adopted Resolution No. 2003-25179 accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03 and authorized the administration to enter into negotiations with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR) for the aforementioned services.

The selection committee, as well as the Administration has identified the need to concentrate on establishing a brand identity platform for the City and for strategic communication and marketing assistance, which was an element of the scope of services in the RFP. The Administration negotiated with KSR to provide these essential services as part of this contract negotiation.

PROJECTED TIMELINE

July: Compile Miami Beach research data, draft creative brief for brand positioning materials, present creative brief to client.

August: Work on brand-positioning materials, conduct media training and develop media relations support mechanism.

September: Present brand-positioning materials; develop guidelines for managing media relations process and usage of brand positioning communications. Provide media relations support and outreach for key events


COMPENSATION AND TERM

The City executed an agreement between the City and KSR for a fee of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) and an additional twenty five thousand dollars (\$25,000.00) subject to approval by the City Commission. This agreement may be renewed for one (1) additional one-year term, from October 1, 2003 to September 30, 2004, exercised at the sole discretion of the City of Miami Beach for an additional fee not to exceed one hundred thousand dollars (\$100,000.00).

Advisory Board Recommendation:

N/A

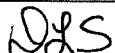
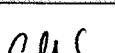
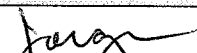
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$150,000	011.0530.000312	
	2	\$ 50,000	FY 02/03	
	3	100,000	FY 03/04 Proposed Budget	
	4			
	Total			

City Clerk's Office Legislative Tracking:

Christina Cuervo, ext. 6586

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DS 	CMC 	JMG 

AGENDA ITEM C74

DATE 7-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH KELLEY SWOFFORD ROY, INC. PURSUANT TO RESOLUTION NO. 2003-25179, FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH, IN THE AMOUNT OF \$50,000.00 WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE-YEAR TERM FOR A FEE NOT TO EXCEED \$100,000.00.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

\$50,000 is available from Fiscal Year 2002/03
\$100,000 is budgeted in Fiscal Year 2003/04

ANALYSIS

As part of the Greater Miami Convention and Visitors Bureau (GMCVB) review and renewal, the City Commission agree to have the City engage a publicist to compliment the GMCVB effort but with a focus on Miami Beach. Funding was included in the amount of \$100,000 in the Fiscal Year 2002/03 Budget. Of this \$100,000, \$25,000 was already spent to contract Motivus, Inc. for short-term Marketing and Communications services for the City prior to the issuance of Request for Qualifications (RFQ) No. 15-02/03 for public relations services and marketing and communications consulting services. Additionally, another \$25,000 was contracted to AMS Planning and Research, Corp. to conduct a Cultural Facilities Master Plan for the City. An additional \$100,000 is budgeted in Fiscal Year 2003/04 Budget to continue this effort.

On December 11, 2002, the City Commission adopted Resolution No. 2002-25076, which authorized the issuance of a RFQ to solicit qualifications for public relations services and marketing and communications consulting services. Subsequently, on April 30, 2003, the City Commission adopted Resolution No. 2003-25179 accepting the recommendation of

the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03 and authorized the administration to enter into negotiations with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR) for the aforementioned services.

The Selection Committee, as well as the Administration, had identified the need to concentrate on establishing a brand identity platform for the City and for strategic communication and marketing assistance, which was an element of the scope of services in the RFP. The Administration negotiated with KSR to provide these essential services as part of this contract negotiation.

SCOPE OF SERVICES

KSR agrees to perform the following services for the City during the initial term of this Agreement (Services). Should the City, at its sole option and discretion, renew the Agreement for an additional year, as provided herein, the City reserves the right to negotiate any and all future services to be provided herein. The timeline for the performance of Services referred to below will commence upon execution of this Agreement.

- a) KSR will develop and execute a brand positioning campaign that effectively creates a clear positive new identity for the City of Miami Beach community, its government and residents, and its tourism-related infrastructure.
 - a. KSR will identify key target audiences and positioning strategies for those target audiences, obtaining City approval of a preferred strategy (14-21 business days from time of execution of this Agreement).
 - b. KSR will create a work plan, including specific objectives plus the City's approved preferred strategy and will obtain City approval of the work plan (7 business days).
 - c. Based upon the approved work plan, KSR will develop a creative campaign that includes a central creative idea; a new visual identity (possibly including typography for a logotype and tagline, graphic symbol, and other elements); storyboards or pre-production material for a basic set of executions including television spot commercial, radio spot commercial, print advertising, collateral and unique identity items; a strategic plan for implanting the brand positioning campaign with internal government audiences, the residential communities on Miami Beach and key tourism stakeholders. (21 business days). The campaign will be presented for City approval and, if approved, will be budgeted and produced.

KSR shall make a presentation of the final branding positioning campaign to the City Commission if required by City staff.

- b) KSR will create key public relations messages and conduct media training for up to eight spokespersons for Miami Beach in two sessions.
 - a. KSR will work with the City to identify appropriate spokespersons.

- b. KSR will deliver training on media interview techniques, will work with identified City staff to develop and deliver key messages and will conduct videotaped training interviews, critiquing them with participants present to implant key elements of the training. (14 business days)
- c) KSR will counsel and assist Miami Beach public relations personnel in obtaining major media coverage during the term of this Agreement.
 - a. KSR will prepare background materials, select and prepare suitable coverage alternatives for media and work with major event public relations planners to obtain positive coverage of Miami Beach during major events taking place within the term of this Agreement.
 - b. KSR will counsel and assist Miami Beach public relations personnel in handling major media inquiries during the period, preparing background materials, selecting and preparing suitable coverage alternatives and accompanying the journalists and editors as opportunities are identified.
 - c. KSR will help create a library of B-roll footage. KSR will contact news media and independent film and video producers to obtain rights usage to existing historic and current video about Miami Beach. KSR will identify desirable B-roll additions supporting key Miami Beach brand position and public relations messaging, create storyboards and work with news media and film and video producers, the Greater Miami Convention and Visitors Bureau, and other authorities to obtain permission and tape new materials. (completion within 70 business days)

Projected Timeline for Services

July 2003

- Compile Miami Beach research data, draft creative brief for brand positioning campaign, present creative brief to City staff

August 2003

- Continue working on brand-positioning campaign, conduct media training and develop media relations support mechanism

September 2003

- Present final brand-positioning campaign to City staff and, if required to City Commission, for approval, develop guidelines for managing media relations process and usage of brand positioning campaign
- Provide media relations support and outreach for key events

COMPENSATION AND TERM

The Administration determined that it was vital for KSR to begin its work immediately, as there are only three (3) months left in the current fiscal year. Therefore, the City executed an agreement between the City and KSR for a fee of twenty four thousand nine hundred

Commission Memo

KSR Public Relations Services, Marketing and Communications Consulting Services Agreement

July 30, 2003

Page 4 of 4

ninety-nine dollars (\$24,999.00) and an additional twenty five thousand dollars (\$25,000.00) subject to approval by the City Commission as presented herein, including reimbursable expenses and any other consultants necessary to complete the scope of work described above. Reimbursable expenses are inclusive of, but not limited to, out-of-pocket costs which include long-distance phone calls, photocopies, transportation, mailings, courier services and other ancillary costs for items such as press kits, a branding manual, media-training equipment rental and tapes.

Furthermore, the term of this Agreement shall terminate no later than September 30, 2003. This agreement may be renewed for one (1) additional one-year term, from October 1, 2003 to September 30, 2004, exercised at the sole discretion of the City of Miami Beach for an additional fee not to exceed one hundred thousand dollars (\$100,000.00), funded from the proposed budget for Fiscal Year 2003/04, to be negotiated at the time of said renewal, if exercised.

JMG/^{CMC}CMC/DS/mas

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH KELLEY SWOFFORD ROY, INC., AS THE SELECTED PROPOSER PURSUANT TO RESOLUTION NO. 2003-25179, FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH, IN THE AMOUNT OF \$50,000.00, WITH AN OPTION TO RENEW SAID AGREEMENT FOR ONE YEAR, FOR A FEE NOT TO EXCEED \$100,000.00.

WHEREAS, on December 11, 2002, the City Commission adopted Resolution No. 2002-25076, which authorized the issuance of a Request for Qualifications (RFQ) to solicit qualifications for public relations services and marketing and communications consulting services; and

WHEREAS, on April 30, 2003, the City Commission adopted Resolution No. 2003-25179 accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03, and authorized the administration to enter into negotiates with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR) for the aforementioned services ; and

WHEREAS, the selection committee, as well as the Administration has identified the need to concentrate on establishing a brand identity platform and for strategic communication and marketing assistance, which was an element of the scope of services in the RFQ; and

WHEREAS, the Administration has negotiated an Agreement with KSR to provide these essential services; and

WHEREAS, the term of this Agreement shall terminate no later than September 30, 2003; and

WHEREAS, this Agreement may be renewed for one (1) year, from October 1, 2003 to September 30, 2004, exercised at the sole discretion of the City, for an additional fee not to exceed one hundred thousand dollars (\$100,000.00).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are authorized to execute an Agreement with Kelley Swofford Roy, Inc., as the successful proposer pursuant to Resolution No. 2003-25179, for public relations services and marketing and communications consulting services for the

City of Miami Beach, in the amount of \$50,000.00, with an option to renew for one year, for a fee not to exceed \$100,000.00.

PASSED and ADOPTED this _____ day of _____, 2003.

ATTEST:

CITY CLERK

MAYOR

F:\NEIG\admin\Max\TCD\KSR\KSR RESO 7_30_03.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Ja. K. 7-11-03
City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND KELLEY SWOFFORD ROY, INC.
FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATION
CONSULTING SERVICES**

THIS AGREEMENT made and entered into this ____th day of _____, 2003, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **KELLEY SWOFFORD ROY, INC., a Florida Corporation**, (hereinafter referred to as KSR or Consultant), whose address is 3399 Ponce de Leon Boulevard, Coral Gables, FL 33134.

**SECTION 1
DEFINITIONS**

- Agreement:** This Agreement between the City and Consultant.
- City Manager:** The Chief Executive Officer of the City.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent consultant, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.
- Fee:** Amount paid to the Consultant to cover the costs of the Services.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

SECTION 2

SCOPE OF WORK

- 2.1 KSR agrees to perform the following services for the City during the initial term of this Agreement (Services). Should the City, at its sole option and discretion, renew the Agreement for an additional year, as provided herein, the City reserves the right to negotiate any and all future services to be provided herein. The timeline for the performance of Services referred to below will commence upon execution of this Agreement.
- a) KSR will develop and execute a brand positioning campaign that effectively creates a clear positive new identity for the City of Miami Beach community, its government and residents, and its tourism-related infrastructure.
- I. KSR will identify key target audiences and positioning strategies for those target audiences, obtaining City approval of a preferred strategy (14-21 business days from time of execution of this Agreement).
 - II. KSR will create a work plan, including specific objectives plus the City's approved preferred strategy and will obtain City approval of the work plan (7 business days).
 - III. Based upon the approved work plan, KSR will develop a creative campaign that includes a central creative idea; a new visual identity (possibly including typography for a logotype and tagline, graphic symbol, and other elements); storyboards or pre-production material for a basic set of executions including television spot commercial, radio spot commercial, print advertising, collateral and unique identity items; a strategic plan for implanting the brand positioning campaign with internal government audiences, the residential communities on Miami Beach and key tourism stakeholders. (21 business days). The campaign will be presented for City approval and, if approved, will be budgeted and produced.
- KSR shall make a presentation of the final branding positioning campaign to the City Commission if required by City staff.
- b) KSR will create key public relations messages and conduct media training for up to eight spokespersons for Miami Beach in two sessions.
- I. KSR will work with the City to identify appropriate spokespersons.
 - II. KSR will deliver training on media interview techniques, will work with identified City staff to develop and deliver key messages and will conduct videotaped training interviews, critiquing them with participants present to implant key elements of the training. (14 business days)
- c) KSR will counsel and assist Miami Beach public relations personnel in obtaining major media coverage during the term of this Agreement.
- I. KSR will prepare background materials, select and prepare suitable coverage alternatives for media and work with major event public relations planners to obtain positive coverage of Miami Beach during major events taking place within the term of this Agreement.

- II. KSR will counsel and assist Miami Beach public relations personnel in handling major media inquiries during the period, preparing background materials, selecting and preparing suitable coverage alternatives and accompanying the journalists and editors as opportunities are identified.
- III. KSR will help create a library of B-roll footage. KSR will contact news media and independent film and video producers to obtain rights usage to existing historic and current video about Miami Beach. KSR will identify desirable B-roll additions supporting key Miami Beach brand position and public relations messaging, create storyboards and work with news media and film and video producers, the Greater Miami Convention and Visitors Bureau, and other authorities to obtain permission and tape new materials. (completion within 70 business days)

2.2 Projected Timeline for Services

July 2003

- Compile Miami Beach research data, draft creative brief for brand positioning campaign, present creative brief to City staff

August 2003

- Continue working on brand-positioning campaign, conduct media training and develop media relations support mechanism

September 2003

- Present final brand-positioning campaign to City staff and, if required to City Commission, for approval, develop guidelines for managing media relations process and usage of brand positioning campaign
- Provide media relations support and outreach for key events

SECTION 3 COMPENSATION

3.1 FEE

Consultant shall be compensated by the City for those Services provided and satisfactorily performed during the term herein, **for a fee of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00), with an additional twenty five thousand dollars (\$25,000.00), subject to approval by the City Commission,** inclusive of reimbursable expenses and any other consultants necessary to complete the scope of work described in Section 2 herein. Reimbursable expenses shall include out-of-pocket costs which include long-distance phone calls, photocopies, transportation, mailings, courier services and other ancillary costs for items such as press kits, a branding manual, media-training equipment rental and tapes. However, any such reimbursable expenses must be approved in writing by the City prior to

Consultant incurring costs for same. The City shall have no duty or responsibility to reimburse Consultant for any unapproved expenses.

3.2 INVOICING

Consultant shall submit an invoice, which includes description of the portion of the Services provided.

3.3 METHOD OF PAYMENT

Payments shall be made for Services satisfactorily performed, within thirty (30) days of the date of invoice, said invoice in a manner satisfactory to and as approved and received by, the City. Consultant shall mail all invoices to:

Tourism and Cultural Development Department
1700 Convention Center Drive, 4th Floor
Miami, Florida 33139
Attn: Donna Shaw
Tourism and Cultural Development Director

SECTION 4 **GENERAL PROVISIONS**

4.2 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

4.3 DURATION AND EXTENT OF AGREEMENT

The term of this Agreement shall commence upon the last date of execution of this Agreement, by all parties hereto, and shall terminate no later than September 30, 2003. This Agreement may be renewed, at the City's sole option and discretion, for one (1) additional year, from October 1, 2003 to September 30, 2004. In the event of such renewal, the City and Consultant shall negotiate any and all services to be performed during said renewal term, including but not limited to the Services described in Section 2 herein. In no event, however, shall Consultant's fee for said renewal term exceed the amount of one hundred thousand dollars (\$100,000.00). Additionally, the services to be provided by Consultant for said renewal term shall be subject to the approval of the Mayor and City Commission.

4.4 TIME OF COMPLETION

The Services to be rendered by the Consultant shall be commenced upon execution of the Agreement, and Consultant shall complete the scope of work presented in Section 2 by no later than September 30, 2003. This schedule includes the consultant's travel to Miami Beach necessary to conduct the background interviews, research, workshops, evaluation and data gathering.

A reasonable extension of time shall be granted in the event the work of the Consultant is delayed or prevented by the City or by any circumstances beyond the reasonable control of the Consultant, including weather conditions or Acts of God, which render performance of the Consultant's duties impracticable.

4.5 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement. This information shall survive the term of the agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.6 TERMINATION, SUSPENSION AND SANCTIONS

4.6.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

4.6.2 Termination for Convenience of City

THE CITY MAY ALSO, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE FIFTEEN (15) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED, AS DETERMINED BY THE CITY AT ITS DISCRETION, UP TO THE DATE OF TERMINATION.

4.6.3 Termination for Insolvency

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

4.6.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such

sanctions as the City or the State of Florida may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Services. In the event the City cancels or terminates the Services pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

4.7 CHANGES AND ADDITIONS

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Consultant. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City.

4.8 AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City and/or such representatives as the City may deem to act on its behalf, to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant shall maintain any and all records necessary to document compliance with the provisions of this Agreement.

4.9 ACCESS TO RECORDS

Consultant agrees to allow access during normal business hours to all financial records to the City and/or such authorized representatives as it may deem to act on its behalf, and agrees to provide such assistance as may be necessary to facilitate financial audit by the City or its representatives when deemed necessary to insure compliance with applicable accounting and financial standards. Consultant shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

4.10 ASSIGNMENT, TRANSFER OR SUBCONSULTING

The Consultant shall not subconsult, assign, or transfer any work under this Agreement without the prior written consent of the City.

4.11 SUB-CONSULTANTS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services,

responsibilities and liabilities of sub-consultants, and any other person or entity acting under the direction or controls of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-consultants and any other person or entity acting under the direction or control of Consultant. All sub-consultants must be approved of in writing prior to their engagement by Consultant.

4.12 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, sexual orientation or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, physical handicap, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.13 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code; both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

4.14 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

All reports, documents, articles, or other deliverables produced in whole or in part under this Agreement shall be the sole and absolute property of the City.

No reports, other documents, articles or deliverables produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or

subconsultants, without the express prior written permission of the City. Further, in the event the Consultant incorporates or otherwise uses previously (or pending) copyrighted, trademarked, and/or patented material(s) pursuant to its performance of the Services, Consultant shall be solely responsible for having obtained any and all required approvals, permissions, and or authorization(s) for such use. The Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from Consultant's use of any copyrighted, trademarked, and/or patented material pursuant to this Subsection 4.14. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for this indemnity. This indemnity shall survive the term of the Agreement.

4.15 NOTICES

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **KELLEY SWOFFORD ROY, INC. (KSR)**
Attn:
3399 Ponce de Leon Boulevard
Coral Gables, FL 33134
(305) 444-0004

TO CITY: City of Miami Beach
Tourism and Cultural Development Department
Attn: Donna Shaw
Tourism and Cultural Development Director
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
(305) 673-7577

WITH COPIES TO: Office of the City Attorney
Attn: Murray H. Dubbin

City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.16 LITIGATION JURISDICTION/VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

4.17 ENTIRETY OF AGREEMENT

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superceded hereby. The Services and the Proposal Documents are hereby incorporated by reference into this Agreement.

4.18 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Robert Parcher
City Clerk

By: _____
Jorge M. Gonzalez
City Manager

FOR CONSULTANT:

ATTEST:

By: _____
Kelley Swofford Roy, Inc.
Secretary

By: _____
Kelley Swofford Roy, Inc.
President

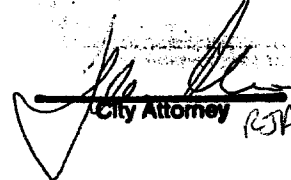
Print Name/Title

Print Name/Title

Corporate Seal

F:\NEIGladmin\Max\TCD\KSR.Agr.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney (RSA)

7-16-05

Date

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution of the Mayor and City Commission of Miami Beach authorizing an appropriation of \$150,000 for renovation costs associated with the first floor of Historic Old City Hall advanced from the General Fund Undesignated Fund Balance to be repaid from Police Department Revenues at the rate of \$50,000 per year for a period of three years.

Issue:

Should the Mayor and City Commission authorize the appropriation of \$150,000 for renovation of the first floor of Historic Old City Hall for use by the Police Department?

Item Summary/Recommendation:

At the July 16, 2003 Finance and Citywide Projects Committee Meeting, the Committee discussed the utilization of the currently vacant first floor space at Historic Old City Hall.

A variety of options were considered the most advantageous for the City being use by the Police Department. In this option, the Police Department would occupy the first floor space of Historic Old City Hall with the understanding that funding for the renovation costs of approximately \$150,000 would be repaid at the rate of \$50,000 per year for a period of three years from Police Department revenues.

The Committee agreed that for at least the short term the Police Department move would be the most advantageous option for the City as lease payments would not have to be paid at their current location and the first floor space at Historic Old City Hall would be brought to at least a minimal standard that would enable the City to potentially attract a wider range of private or commercial vendors at some future point in time.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

It is the recommendation of the Finance and Citywide Projects Committee that the Commission authorize the appropriation of \$150,000 advanced from the General Fund Undesignated Fund Balance and repayment of said advance from Miami Police Department Revenue at a rate of \$50,000 annually for a period of three years.

Financial Information:

Amount to be expended:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$150,000	General Fund Undesignated Fund Balance	
	2			
	3			
	4			
	Total	\$150,000		

Sign-Offs:

Department Director	Assistant City Manager	City Manager
<i>FHS</i>		<i>Jung</i>

AGENDA ITEM C-7V
DATE 07-30-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 30, 2003

From: Jorge M. Gonzalez
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION
APPROPRIATING \$150,000 FOR RENOVATION COSTS ASSOCIATED
WITH THE FIRST FLOOR OF HISTORIC OLD CITY HALL ADVANCED
FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE TO BE
REPAID FROM POLICE DEPARTMENT REVENUES AT THE RATE OF
\$50,000 PER YEAR FOR A PERIOD OF THREE YEARS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

At the July 16, 2003 Finance and Citywide Projects Committee Meeting, the Committee discussed the utilization of the currently vacant first floor space at Historic Old City Hall.

The Committee considered options for use of the first floor space ranging from private use to a potential construction office for the Washington Avenue contractor during renovation of the roadway, as well as use by the Police Department. Of the potential options it was apparent that the most advantageous use for the City was to have the Police Department occupy the space for at least the near term and avoid a continuation of a property lease for a current location on Bay Road.

The Police Department would occupy the first floor space of Historic Old City Hall with the understanding that funding for the renovation costs of approximately \$150,000 would be repaid at the rate of \$50,000 per year for a period of three years from Police Department revenues.

In arriving at this recommendation, the Committee agreed that for at least the short term the Police Department move would be the most advantageous option for the City as lease payments would not have to be paid at their current location and the first floor space at Historic Old City Hall would be brought to at least a minimal standard that would enable the City to potentially attract a wider range of private or commercial vendors at some future point in time. In its current condition, the first floor space at Historic Old City Hall is very difficult to market to a potential commercial retail tenant due to a substantial amount of very basic build out that will be required for even the most minimal type of occupancy.

It is recommended that the Commission authorize the Administration to allow the Police Department to occupy the first floor of Historic Old City Hall, as suggested by the Finance and Citywide Projects Committee, and that renovation funds in the amount of \$150,000 be advanced from the General Fund Undesignated Fund Balance to be repaid over three years from the Police Dept revenues in \$50,000 annual payments.

JMG/RCM/sam

T:\AGENDA\2003\jul3003\regular\oldcityhallcommemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROPRIATING \$150,000 FOR RENOVATION COSTS ASSOCIATED WITH THE FIRST FLOOR OF HISTORIC OLD CITY HALL FOR USE BY THE CITY'S POLICE DEPARTMENT AND FUNDS ADVANCED FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE AND TO BE REPAID FROM POLICE DEPARTMENT REVENUES, AT THE RATE OF \$50,000 PER YEAR, FOR A PERIOD OF THREE YEARS.

WHEREAS, the Finance and Citywide Projects Committee met on July 16, 2003 to discuss utilization of the currently vacant first floor of Historic Old City Hall ; and

WHEREAS, the Committee considered various options for use of the first floor of Historic Old City Hall, ranging from private use to occupation by the Miami Beach Police Department ; and

WHEREAS, the renovation of the first floor of the Historic Old City Hall for occupancy by the Police Department would enable the City to potentially attract a wider range of private or commercial vendors at some future point in time; and

WHEREAS, the Committee recommended that it would be most advantageous for the Miami Beach Police Department to occupy the first floor of Historic Old City Hall, and repay the renovation cost of \$150,000 advanced from the General Fund Undesignated Fund Balance at the rate of \$50,000 per year for a period of three years from the Police Department Revenues.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein authorize the appropriation of \$150,000, advanced from the General Fund Undesignated Fund Balance, for the renovation of the first floor of Historic Old City Hall for use by the Miami Beach Police Department with repayment of said advance, from Miami Police Department Revenues at a rate of \$50,000 annually, for a period of three years.

PASSED and **ADOPTED** this _____ day of _____, 2003.

ATTEST:

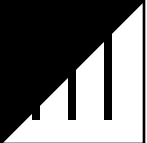
CITY CLERK

MAYOR
**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Michael A. ...

City Attorney
7-25-03

Date



THIS PAGE INTENTIONALLY LEFT BLANK